Exhibit B

Restructuring Support Agreement

Execution Version

RESTRUCTURING SUPPORT AGREEMENT

This RESTRUCTURING SUPPORT AGREEMENT (as may be amended, restated, supplemented, or otherwise modified from time to time in accordance with the terms hereof, and including the exhibits hereto, this "Agreement"), dated as of October 28, 2019, is entered into by and among the following parties (each, a "Party" and, collectively, the "Parties"):

i. Murray Energy Holdings Company, Murray Energy Corporation, and certain of their direct and indirect subsidiaries (collectively, the "Company");

ii. the undersigned holders of claims (and together with their respective successors and permitted assigns, the "Consenting Superpriority Lenders") under the Superpriority Credit Agreement (as defined herein);[1] and

iii. the undersigned holders of Class A Shares and Class B Shares (as defined herein) ("Consenting Equityholders").

RECITALS

WHEREAS, the Parties have engaged in good faith, arm's-length negotiations regarding certain restructuring transactions (the "Restructuring Transactions") pursuant to the terms and conditions set forth in this Agreement, including a joint plan of reorganization for the Company that is consistent with the terms and conditions of the term sheet attached hereto as **Exhibit A** (the "Restructuring Term Sheet");

WHEREAS, it is anticipated that the Restructuring Transactions will be implemented through jointly administered voluntary cases commenced by the Company (the "Chapter 11 Cases") under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of Ohio (the "Bankruptcy Court"); and

WHEREAS, (i) certain Consenting Superpriority Lenders or affiliates thereof (in their capacities as such, the "DIP Term Lenders") have committed to provide debtor-in-possession term loan financing (the "DIP Term Financing") and otherwise extend credit to the Company during the pendency of the Chapter 11 Cases and (ii) the Consenting Superpriority Lenders have agreed to the Company's use of cash collateral, which DIP Term Financing and use of cash collateral shall be on terms consistent with the term sheet attached hereto as **Exhibit B** (the "DIP Term Sheet," and, collectively with the Restructuring Term Sheet, the "Term Sheets")[2] and otherwise pursuant to the DIP Term Orders and the DIP Term Loan Credit Documents (each as defined herein).

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[1] An affiliate of a holder of claims under the Superpriority Credit Agreement who is not itself a holder of claims under the Superpriority Credit Agreement who has executed this Agreement shall be deemed, for purposes hereof, a Consenting Superpriority Lender.

[2] Capitalized terms used but not defined herein shall have the meanings given to such terms in the Term Sheets (including any exhibits thereto), as applicable.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties, intending to be legally bound, hereby agrees as follows:

AGREEMENT

1. **Definitions**. The following terms shall have the following definitions:

"1113/1114 Motion" has the meaning set forth in Section 5(i).

"1.5L Indenture" means that certain 12.00% Senior Secured Notes due 2024 Indenture, dated as of June 29, 2018, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among, Murray Energy Corporation, as issuer, each of the guarantors party thereto, U.S. Bank National Association, as collateral trustee, The Bank of New York Mellon Trust Company, N.A., as trustee, and the 1.5L Noteholders.

"1.5L Noteholders" means the holders of the notes issued under the 1.5L Indenture.

"1.5L Notes Documents" means, collectively, the 1.5L Indenture and any related security agreement, collateral trust agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"1.5L Notes Claims" means Claims outstanding under the 1.5L Notes Documents.

"2L Indenture" means that certain 11.25% Senior Secured Notes due 2021 Indenture, dated as of April 16, 2015, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among, Murray Energy Corporation, as issuer, each of the guarantors party thereto, U.S. Bank National Association, as collateral trustee, The Bank of New York Mellon Trust Company, N.A., as trustee, and the 2L Noteholders.

"2L Noteholders" means the holders of the notes issued under the 2L Indenture.

"2L Notes Documents" means, collectively, the 2L Indenture and any related security agreement, collateral trust agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"2L Notes Claims" means Claims outstanding under the 2L Notes Documents and the Stub 2L Notes Documents.

"Ad Hoc Group of Superpriority Lenders" means that certain ad hoc group of Superpriority Lenders represented by the AHG Advisors.

"Additional Commitment Amount" has the meaning set forth in the Transferee Joinder.

"AHG Advisors" means, collectively, Davis Polk & Wardwell LLP, Houlihan Lokey Capital, Inc., Frost Brown Todd LLC, and such other advisors retained by the Ad Hoc Group of Superpriority Lenders with the reasonable consent of the Company.

"Agreement" has the meaning set forth in the preamble hereof and includes all of the exhibits attached hereto.

"Agreement Effective Date" means the date upon which this Agreement shall become effective and binding upon each of the Parties pursuant to the terms of Section 2 hereof.

"Alternative Transaction" means any dissolution, winding up, liquidation, reorganization, recapitalization, assignment for the benefit of creditors, merger, transaction, consolidation, business combination, joint venture, partnership, sale of assets (other than ordinary course sales or sales of *de minimis* assets), financing (debt or equity), or restructuring of the Company, other than the Restructuring Transactions, *provided* that a sale pursuant to the Sale Process (as defined in the Restructuring Term Sheet) shall not be an Alternative Transaction.

"Asset Purchase Agreement" means the purchase agreement pursuant to which Murray NewCo (as defined in the Restructuring Term Sheet) will effectuate its credit bid for the Company's assets as set forth in the Restructuring Term Sheet.

"Bankruptcy Code" has the meaning set forth in the recitals hereof.

"Bankruptcy Court" has the meaning set forth in the recitals hereof.

"Bidding Procedures Motion" has the meaning set forth in Section 5(a).

"Bidding Procedures Order" has the meaning set forth in Section 5(a).

"Chapter 11 Cases" has the meaning set forth in the recitals hereof.

"Claims" means any claim, as such term is defined in section 101(5) of the Bankruptcy Code, against the Company including the DIP Term Claims, Superpriority Claims, Term Loan Claims, 1.5L Notes Claims, 2L Notes Claims, and interests in the instruments underlying the DIP Term Claims, Superpriority Claims, Term Loan Claims, 1.5L Notes Claims, or 2L Notes Claims.

"Class A Shares" means the Class A Common Shares in Murray Energy Holdings Company.

"Class B Shares" means the Class B Common Shares in Murray Energy Holdings Company

"Company" has the meaning set forth in the preamble hereof.

"Company Advisors" means, collectively, Kirkland & Ellis LLP, Evercore Group L.L.C., Alvarez & Marsal North America, LLC, and Dinsmore & Shohl LLP (as local counsel, who shall not be a "Company Advisor" for purposes of knowledge set forth in Sections 8(j) and 8(k)).

"Company Termination Event" means the right of the Company to terminate its obligations under this Agreement set forth in Section 11 of this Agreement.

"Confirmation Order" means an order of the Bankruptcy Court confirming the Plan.

"Consenting Equityholders" has the meaning set forth in the preamble hereof.

"Consenting Superpriority Lenders" has the meaning set forth in the preamble hereof.

"Definitive Documentation" has the meaning set forth in Section 4(a) of this Agreement.

"DIP Backstop Parties" has the meaning set forth in Section 6(i) of this Agreement

"DIP Commitment" has the meaning set forth in Section 6(i) of this Agreement

"DIP Commitment Parties" means, collectively, the DIP Backstop Parties and the Joining DIP Commitment Parties.

"DIP Term Motion" means the motion seeking approval by the Bankruptcy Court of the DIP Term Financing and the DIP Term Orders.

"DIP Term Claims" means Claims arising under the DIP Term Credit Documents.

"DIP Term Credit Agreement" means the postpetition debtor-in-possession term loan credit agreement evidencing the DIP Term Financing.

"DIP Term Credit Documents" means, collectively, the DIP Term Credit Agreement to be entered into in accordance with the DIP Term Sheet and the DIP Term Orders, including any amendments, modifications, supplements thereto, and together with any related notes, certificates, agreements, security agreements, documents, and instruments (including any amendments, restatements, supplements, or modifications of any of the foregoing) related to or executed in connection therewith.

"DIP Term Financing" has the meaning set forth in the recitals hereof.

"DIP Term Lenders" has the meaning set forth in the recitals hereof.

"DIP Term Orders" means, collectively, the Interim DIP Term Order and Final DIP Term Order.

"DIP Term Sheet" has the meaning set forth in the recitals hereof.

"Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto) related to the Plan.

"Disclosure Statement Motion" means the motion seeking approval of the Disclosure Statement.

"Disclosure Statement Order" means an order of the Bankruptcy Court approving the Disclosure Statement, the Plan Solicitation Materials, and the solicitation of the Plan.

"Final DIP Term Order" means the order of the Bankruptcy Court authorizing the use of cash collateral and approving the DIP Term Financing, each on terms materially consistent with the DIP Term Sheet, and granting the relief requested in the DIP Term Motion on a final basis.

"First Day Pleadings" means those motions and proposed orders that the Company shall file on or after the Petition Date and seek to have heard on an expedited basis at the "First Day Hearing."

"Individual Support Period" means, (a) as to a Consenting Superpriority Lender, the period commencing on the later of (x) Agreement Effective Date and (y) the date upon which such Consenting Superpriority Lender became a Party to this Agreement, and ending on the earlier of (i) the date on which this Agreement is terminated as to such Consenting Superpriority Lender in accordance with Section 9, (ii) the date on which this Agreement is terminated in accordance with Section 11 or 12, and (iii) the Plan Effective Date and (b) as to a Consenting Equityholder, the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated in accordance with Section 10, (ii) the date on which this Agreement is terminated in accordance with Section 11 or 12, and (iii) the Plan Effective Date.

"Interim DIP Term Order" means the order of the Bankruptcy Court authorizing the use of cash collateral and approving the DIP Term Financing, each on terms materially consistent with the DIP Term Sheet, and granting the relief requested in the DIP Term Motion on an interim basis.

"Joining DIP Commitment Parties" has the meaning set forth in Section 6(i) of this Agreement

"Milestones" has the meaning set forth in Section 5.

"Outside Petition Date" means October 29, 2019, before 11:59 p.m., prevailing Eastern Time.

"Party" and "Parties" have the meanings set forth in the preamble hereof.

"Petition Date" means the date that the Company commences the Chapter 11 Cases.

"Permitted Transfer" means a Transfer from a Consenting Superpriority Lender to another Consenting Superpriority Lender, a Transfer from a Consenting Equityholder to another Consenting Equityholder, a Transfer from a Restructuring Support Party to any other entity that, prior to such Transfer, agrees in writing for the benefit of the Parties to become a Consenting Superpriority Lender or a Consenting Equityholder, as applicable, and to be bound by all of the terms of this Agreement applicable to the Consenting Superpriority Lenders or the Consenting Equityholders, as applicable (including with respect to any and all Claims it already may hold against or in the Company prior to such Transfer) by executing a Transferee Joinder, which shall include making the representations and warranties of the Consenting Superpriority Lenders set

forth in Section 18(a) of this Agreement to each other Party to this Agreement, and delivering an executed copy thereof within five business days of such execution, to (1) Kirkland & Ellis LLP, as counsel to the Company (via email to joe.graham@kirkland.com and tricia.schwallier@kirkland.com) and (2) Davis Polk & Wardwell LLP, as counsel to the Ad Hoc Group of Superpriority Lenders (via email to adam.shpeen@davispolk.com and daniel.rudewicz@davispolk.com) in which event (x) the transferee shall be deemed to be a Consenting Superpriority Lender or a Consenting Equityholder, as applicable, hereunder to the extent of such transferred Claims and (y) the Transferor shall be deemed to relinquish its rights (and be released from its obligations) under this Agreement to the extent of and solely with respect to such transferred Claims (but not with respect to any other Claims or equity interests acquired or held by such transferor); provided that a Restructuring Support Party shall not be permitted to Transfer any Claim or interest except in compliance with Section 16.

"Permitted Transferee" means a person or entity that obtains a Claim pursuant to a Permitted Transfer in compliance with Section 16.

"Plan" means the joint plan of reorganization filed by the Debtors under chapter 11 of the Bankruptcy Code implementing the Restructuring Transactions, which plan of reorganization shall be consistent in all material respects with this Agreement (including the Restructuring Term Sheet).

"Plan Effective Date" means the date upon which all conditions precedent to the effectiveness of the Plan have been satisfied or are expressly waived in accordance with the terms thereof, as the case may be.

"Plan Solicitation Materials" means the ballots and other related materials to be distributed in connection with the solicitation of acceptances of the Plan.

"Plan Supplement" means the compilation of documents and forms of documents, schedules, and exhibits to the Plan that will be filed by the Company with the Bankruptcy Court.

"Prepetition ABL Claims" means Claims of the Prepetition ABL Lenders outstanding under the Prepetition ABL Loan Documents.

"Prepetition ABL Credit Agreement" means that certain Prepetition ABL Credit and Guaranty Agreement, dated as of June 29, 2018, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among Murray Energy Corporation, as borrower, each of the guarantors party thereto, Goldman Sachs Bank USA, as agent, and the Prepetition ABL Lenders.

"Prepetition ABL Lenders" means the lenders party to the Prepetition ABL Credit Agreement, other than the Last-Out Lender (as defined in the Prepetition ABL Credit Agreement).

"Prepetition ABL Loan Documents" means, collectively, the Prepetition ABL Credit Agreement and any related letter of credit documentation, security agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance

agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"Prepetition FILO Claims" means first in, last out Claims of the Last-Out Lender outstanding under the Prepetition ABL Loan Documents.

"Qualified Marketmaker" means an entity that (a) holds itself out to the public, the syndicated loan market, or the applicable private markets as standing ready in the ordinary course of business to purchase from customers and sell to customers Claims against, or equity interests in, the Company, or enter with customers into long and short positions in Claims against the Company, in its capacity as a dealer or market maker in such Claims and (b) is, in fact, regularly in the business of making a market in Claims against issuers or borrowers (including loans or debt or equity securities).

"Required Consenting Equityholders" means, as of the date of determination, the Consenting Equityholders holding 100% of the Class A Shares.

"Required Consenting Superpriority Lenders" means, as of the date of determination, Consenting Superpriority Lenders holding at least a majority in aggregate principal amount outstanding of all Superpriority Claims held by the Consenting Superpriority Lenders as of such date.

"Requisite DIP Commitment Parties" means, as of the date of determination, DIP Commitment Parties holding at least a majority in aggregate principal amount of the DIP Commitments held by the DIP Commitment Parties as of such date

"Restructuring Support Parties" means, collectively, the Consenting Superpriority Lenders and the Consenting Equityholders.

"Restructuring Term Sheet" has the meaning set forth in the recitals hereof.

"Restructuring Transactions" has the meaning set forth in the recitals hereof.

"RSA Support Period" means the period commencing on the Agreement Effective Date and ending on the earlier of (i) the date on which this Agreement is terminated in accordance with Section 9, 10, 11, or 12 and (ii) the Plan Effective Date.

"Sale Order" has the meaning set forth in Section 5(j).

"Securities Act" means the Securities Act of 1933, as amended.

"Stub 2L Indenture" means that certain 9.5% Senior Secured Notes due 2020 Indenture, dated as of May 8, 2014, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among, Murray Energy Corporation, as issuer, each of the guarantors party thereto, U.S. Bank National Association, as collateral trustee, The Bank of New York Mellon Trust Company, N.A., as trustee, and the Stub 2L Noteholders.

"Stub 2L Noteholders" means the holders of notes issued under the Stub 2L Indenture.

"Stub 2L Notes Documents" means, collectively, the Stub 2L Indenture and any related security agreement, collateral trust agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"Superpriority Claims" means Claims outstanding under the Superpriority Loan Documents.

"Superpriority Credit Agreement" means that certain Superpriority Credit and Guaranty Agreement, dated as of June 29, 2018, as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among Murray Energy Corporation, as borrower, each of the guarantors party thereto, GLAS Trust Company LLC, as administrative agent, and the Superpriority Lenders.

"Superpriority Lenders" means the lenders party to the Superpriority Credit Agreement.

"Superpriority Loan Documents" means, collectively, the Superpriority Credit Agreement and any related security agreement, collateral trust agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"Term Loan Claims" means Claims outstanding under the Term Loan Documents.

"Term Loan Credit Agreement" means that certain Credit and Guaranty Agreement, dated as of April 16, 2015 as amended, restated, modified, or supplemented from time to time in accordance with its terms, by and among Murray Energy Corporation, as borrower, each of the guarantors party thereto, Black Diamond Commercial Finance, L.L.C., as successor administrative agent to GLAS Trust Company, and the Term Loan Lenders.

"Term Loan Documents" means, collectively, the Term Loan Credit Agreement and any related security agreement, collateral trust agreement, intercreditor agreement, and any other collateral and ancillary documents, including any forbearance agreements, as amended, restated, modified, or supplemented from time to time in accordance with their terms.

"Term Loan Lenders" means the lenders party to the Term Loan Credit Agreement.

"Term Sheets" has the meaning set forth in the recitals hereof.

"Transfer" means to sell, transfer, assign, loan, issue, pledge, hypothecate, assign, grant a participation interest in, or otherwise dispose of, directly or indirectly, in whole or in part, a party's right, title, or interest in respect of any of such Party's Claims, including any beneficial ownership in any Claims,[3] against, or interests in, the Company, or the deposit of any of such

[3] As used herein, the term "beneficial ownership" means the direct or indirect economic ownership of, and/or the power, whether by contract or otherwise, to direct the exercise of the voting rights and the disposition of, any Claims subject to this Agreement or the right to acquire such Claims.

Party's Claims against or interests in the Company, as applicable, into a voting trust, or the grant of any proxies, or entry into a voting agreement with respect to any such Claims or interests or any option thereon or any right or interest therein.

"Transferor" means the Restructuring Support Party making a Transfer.

"Transferee Joinder" means a transferee joinder substantially in the form attached hereto as **Exhibit C**.

Unless otherwise specified, references in this Agreement to any Section or clause refer to such Section or clause as contained in this Agreement. The words "herein," "hereof," and "hereunder" and other words of similar import in this Agreement refer to this Agreement as a whole, and not to any particular Section or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter genders. The words "including," "includes," and "include" shall each be deemed to be followed by the words "without limitation". Wherever the consent or the written consent of a Party is required, the Company may rely on email correspondence from counsel to such Party.

2. **Agreement Effective Date**. The Agreement Effective Date shall occur immediately upon delivery to the Parties of executed and released signature pages for this Agreement from (a) the Company, (b) Consenting Superpriority Lenders holding at least a majority in aggregate principal amount of all outstanding Superpriority Claims, and (c) Consenting Equityholders holding 100% of the Class A Shares, *provided* that signature pages executed by Consenting Superpriority Lenders shall be delivered to (a) the other Consenting Superpriority Lenders in a redacted form that removes such Consenting Superpriority Lenders' names and holdings of the Superpriority Claims or any other Claims against or interests in the Company and any schedules to such Consenting Superpriority Lenders' holdings (if applicable) and (b) the Company, Kirkland & Ellis LLP, and Davis Polk & Wardwell LLP in an unredacted form (and to be kept confidential by the Company, Kirkland & Ellis LLP, and Davis Polk & Wardwell LLP). Upon the Agreement Effective Date, this Agreement shall be deemed effective and thereafter the terms and conditions herein may only be amended, modified, waived, or otherwise supplemented as set forth in Section 27 hereof.

3. **Term Sheets**. The Term Sheets are expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the Term Sheets. The Term Sheets, including the schedules, annexes and exhibits thereto, set forth certain material terms and conditions of the Restructuring Transactions. Notwithstanding anything else in this Agreement to the contrary, in the event of any inconsistency between this Agreement (excluding the Term Sheets) and the Term Sheets (including the attachments thereto, as applicable), the Term Sheets shall govern. In the event of any inconsistency between the terms of this Agreement (including the Term Sheets) and the Plan, the terms of the Plan shall govern. In the event of any inconsistency between the terms of this Agreement (including the Term Sheets) and the DIP Term Orders, the terms of the DIP Term Orders shall govern.

4. **Definitive Documentation**.

(a) "Definitive Documentation" means the documents (including any related orders, agreements, instruments, schedules or exhibits) that are contemplated by the Term Sheet and that are otherwise necessary or desirable to implement, or otherwise relate to the Restructuring Transactions, including, without limitation:

(i) the Plan;

(ii) the Plan Supplement and the documents contained therein;

(iii) the Asset Purchase Agreement;

(iv) the Confirmation Order;

(v) the Disclosure Statement;

(vi) the Disclosure Statement Motion;

(vii) the Plan Solicitation Materials;

(viii) the Disclosure Statement Order;

(ix) the DIP Term Orders;

(x) the DIP Term Credit Documents;

(xi) the organizational documents and all other governing documents and agreements of the reorganized Company and Murray NewCo, as applicable, including any stockholders' agreement and/or a registration rights agreement;

(xii) the Bidding Procedures Motion;

(xiii) the Bidding Procedures Order;

(xiv) the Sale Order

(xv) a motion seeking approval of incentive compensation plans for key members of the Debtors' executive management team;

(xvi) 1113/1114 Motion (if any); and

(xvii) any other material (with materiality determined in the reasonable discretion of the AHG Advisors, in consultation with the Company Advisors) agreements, motions, pleadings, briefs, applications, orders, and other filings with the Bankruptcy Court related to the

Restructuring Transactions (excluding declarations, other testimony, and retention applications).

(b) Except as set forth herein, the Definitive Documentation (and any modifications, restatements, supplements, or amendments to any of them) will, after the Agreement Effective Date, remain subject to negotiation and shall, upon completion, contain terms, conditions, representations, warranties, and covenants consistent in all material respects with the terms of this Agreement and should be at all times reasonably acceptable in all material respects to each of (i) the Company and (ii) the Required Consenting Superpriority Lenders, *provided* that the DIP Term Orders, DIP Term Credit Documents, the Plan, the Plan Supplement, the Confirmation Order, the Bidding Procedures Motion, the Bidding Procedures Order, and the Asset Purchase Agreement shall be at all times acceptable to the Company and Required Consenting Superpriority Lenders, including with respect to any modifications, amendments, or supplements to such Definitive Documentation at any time during the RSA Support Period.

5. **Milestones**. The Company shall implement the Restructuring Transactions in accordance with the following milestones (the "Milestones"):

(a) no later than 5 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Term Order;

(b) no later than 35 calendar days after the Petition Date, the Debtors shall have filed with the Bankruptcy Court (i) a Plan, a Disclosure Statement, and Disclosure Statement Motion or (ii) a motion (the "Bidding Procedures Motion") seeking entry of an order (the "Bidding Procedures Order") and shall seek (A) approval of procedures governing the sale and marketing process for all or substantially all of the assets of the Debtors and a stalking horse credit bid from the Superpriority Lenders or their designees (which bid may be in the form of a Plan) that contemplates, among other things, cash payment of administrative expenses and wind-down costs set forth in a wind down budget acceptable to the Required Consenting Superpriority Lenders or their designees in their sole discretion and (B) to establish dates for the submission of bids and the auction (if any) in accordance with such procedures;

(c) no later than 35 calendar days after the Petition Date, the Debtors shall have filed a motion seeking approval of incentive compensation plans for key members of the Debtors' executive management team;

(d) no later than 40 calendar days after the Petition Date, the Debtors shall have made proposals in accordance with sections 1113 and 1114 of the Bankruptcy Code to the applicable authorized representatives of the employees and retirees regarding modifications to the Debtors' collective

bargaining agreements and retiree benefits, in form and substance reasonably acceptable to the Required Consenting Superpriority Lenders;

(e) no later than 45 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Term Order;

(f) no later than 70 calendar days after the Petition Date, the Bankruptcy Court shall have entered the Bidding Procedures Order;

(g) no later than 106 calendar days after the Petition Date, the Debtors shall have (x) reached an agreement with the applicable authorized representatives of the employees and retirees regarding modifications to the Debtors' collective bargaining agreements and retiree benefits, respectively, in form and substance acceptable to the Required Consenting Superpriority Lenders, in their reasonable discretion or (y) absent such agreement, filed a motion in form and substance acceptable to the Required Consenting Superpriority Lenders in their reasonable discretion under section 1113 of the Bankruptcy Code for rejection of the Debtors' collective bargaining agreements and under section 1114 of the Bankruptcy Code for modification of the Debtors' retiree benefits (the "1113/1114 Motion");

(h) in the event the Bidding Procedures Motion is filed, no later than 125 calendar days after the Petition Date, the Bid Deadline (as defined in the Bidding Procedures Order) shall have passed;

(i) in the event the Bidding Procedures Motion is filed, no later than 135 calendar days after the Petition Date, the Auction (as defined in the Bidding Procedures Order), if any, shall have occurred;

(j) in the event the 1113/1114 Motion is filed, no later than 150 calendar days after the Petition Date, the Bankruptcy Court shall have entered an order in form and substance acceptable to the Required Consenting Superpriority Lenders in their reasonable discretion approving the 1113/1114 Motion;

(k) in the event the Bidding Procedures Motion is filed, the Auction has occurred and the winning bid (which is not the Credit Bid (as defined in the Restructuring Term Sheet)) contemplates a sale that is not pursuant to the Plan, no later than 140 calendar days after the Petition Date, the Bankruptcy Court shall have entered a sale order (the "Sale Order") approving the sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code, which order shall be in form and substance acceptable to the Required Consenting Superpriority Lenders in their reasonable discretion;

(l) in the event the Bidding Procedures Motion is filed, the Auction has

occurred and the winning bid (which is not the Credit Bid (as defined in the Restructuring Term Sheet)) contemplates a sale that is not pursuant to the Plan, no later than 14 calendar days after entry of the Sale Order, the sale transactions contemplated thereby shall have closed;

(m) no later than 150 calendar days after the Petition Date, the Debtors shall obtain entry by the Bankruptcy Court of a Disclosure Statement Order;

(n) no later than 195 calendar days after the Petition Date, the Debtors shall obtain entry by the Bankruptcy Court of a Confirmation Order; and

(o) no later than 210 calendar days after the Petition Date, the Plan shall have become effective.

The Company may extend a Milestone only with the express prior written consent of the Required Consenting Superpriority Lenders, which consent may be provided via email from counsel to the Ad Hoc Group of Superpriority Lenders.

6. **Commitment of the Restructuring Support Parties**. During the Individual Support Period, each Restructuring Support Party shall (severally and not jointly):

(a) support and take all actions reasonably necessary to support consummation of the Restructuring Transactions in accordance with the terms and conditions of this Agreement (including the Term Sheets), by: (i) negotiating and preparing the Definitive Documentation in good faith; (ii) when properly solicited to do so, voting all of its Claims (including all of its Superpriority Claims, Term Loan Claims, 1.5L Notes Claims, and 2L Notes Claims) against, or interests in, as applicable, the Company now or hereafter owned by such Restructuring Support Party (or for which such Restructuring Support Party now or hereafter serves as the nominee, investment manager, or advisor for holders thereof) to accept the Plan; (iii) timely returning a duly-executed ballot in connection therewith; and (iv) supporting and not "opting out" of any releases under the Plan and affirmatively opting into such releases if required to do so;

(b) not seek, support, or solicit an Alternative Transaction;

(c) not withdraw, amend, or revoke (or cause to be withdrawn, amended, or revoked) its tender, consent, or vote with respect to the Plan;

(d) support, and not object to, or materially delay or impede, or take any other action to materially interfere, directly or indirectly, with the Restructuring Transactions;

(e) support, and not object to, or materially delay or impede, or take any other action to materially interfere, directly or indirectly, with the entry by the Bankruptcy Court of any of the DIP Term Orders, and shall (a) not propose, support, or file a pleading with the Bankruptcy Court seeking

entry of an order authorizing, directly or indirectly, any use of cash collateral or debtor-in-possession financing other than as proposed in each of the DIP Term Orders or (b) not direct the administrative agent under the Superpriority Loan Documents, Term Loan Documents, or Prepetition ABL Documents, or the trustee or any collateral agent under the 1.5L Notes Documents, the 2L Notes Documents, or the Stub 2L Notes Documents to propose, file, support, or file a pleading with the Bankruptcy Court seeking entry of an order authorizing, directly or indirectly, any use of cash collateral or debtor-in-possession financing other than as proposed in each of the DIP Term Orders and, to the extent such administrative agent, collateral agent, or indenture trustee proposes, files, supports or files such a pleading, shall direct such agent or trustee to withdraw such proposal, support, or pleading;

(f) not file or support, and not direct the administrative agent under the Superpriority Loan Documents, Term Loan Documents, or Prepetition ABL Documents, or the trustee or any collateral agent under the 1.5L Notes Documents, the 2L Notes Documents, or the Stub 2L Notes Documents to file or support, any motion or pleading with the Bankruptcy Court that is not materially consistent with this Agreement;

(g) to the extent any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the Restructuring Transactions, negotiate in good faith appropriate additional or alternative provisions to address any such impediment; and

(h) subject to Section 9, each Consenting Superpriority Lender party hereto as of the date hereof whose name is listed on Schedule 1 hereto (such Consenting Superpriority Lender, a "DIP Backstop Party") commits, severally and not jointly, to provide the portion of the DIP Term Financing set forth opposite such DIP Backstop Party's name on Schedule 1 hereto on the terms and conditions set forth in the DIP Term Sheet and otherwise subject to relevant Definitive Documents (such commitment, the "DIP Backstop Commitment"); *provided* that any Consenting Superpriority Lender that executes a Transferee Joinder to this Agreement on or before October 31, 2019, at 5:00 p.m., New York Time (such date, the "DIP Election Date"), may, by making the appropriate election on such Transferee Joinder, commit to provide (x) a portion of the DIP Term Financing that is available to Consenting Superpriority Lenders in syndication set forth on Schedule 1 in an amount not greater than the pro rata percentage of Superpriority Claims held by such Consenting Superpriority Lender as of the Agreement Effective Date and (y) in the event that the Ad Hoc Group of Superpriority Lenders in its sole discretion elects to permit Joining DIP Commitment Parties to commit to provide an amount of the DIP Term Financing that is greater than such party's pro rata percentage of Superpriority Claims (the right to commit to such amount, an "Additional Subscription Right"), such other portion of the

DIP Term Financing not to exceed the Additional Commitment Amount set forth on such party's Transferee Joinder and to be allocated approximately pro rata among Consenting Superpriority Lenders seeking Additional Subscription Rights (such commitment, a "DIP Commitment"), and otherwise on the terms and conditions agreed to by the DIP Backstop Parties in the DIP Term Sheet and the DIP Credit Agreement, as applicable (any Consenting Superpriority Lender that elects to make such commitment, a "Joining DIP Commitment Party"); *provided, further*, that each DIP Backstop Party's commitment to provide its portion of the DIP Term Financing shall be reduced, pro rata, based on the percentages set forth on Schedule 1 hereto, for the share of the DIP Term Financing to be provided by each Joining DIP Commitment Party and the commitment of each Joining DIP Commitment Party (and corresponding reduction of the commitment and exposure of each DIP Backstop Party) shall be pro rata across funded and unfunded portions of the DIP Term Loan and, in respect of any funded portion, shall include an obligation to purchase such loans via assignment pro rata from each DIP Backstop Party and in the case of unfunded portions, to assume commitments to make future fundings, all pursuant to the assignment provisions of the DIP Credit Agreement and at the dates and times required by the DIP Backstop Parties in accordance with the procedure for primary syndication of the DIP Term Loan; *provided, further*, that upon a termination of this Agreement as to the Consenting Superpriority Lenders in accordance with the provisions hereof prior to the funding of the DIP Term Financing, the commitment of any DIP Backstop Party or Joining DIP Commitment Party to provide its portion of the DIP Term Financing as set forth in this paragraph shall also terminate.

Notwithstanding the foregoing, nothing in this Agreement and neither a vote to accept the Plan by any Restructuring Support Party nor the acceptance of the Plan by any Restructuring Support Party shall: (t) require any Restructuring Support Party to make, seek, or receive any filings, notifications, consents, determinations, authorizations, permits, approvals, licenses, or the like, or provide any documentation or information to any regulatory or self-regulatory body having jurisdiction over the Company or the Restructuring Support Party other than information that is already included in this Agreement or is otherwise in the public domain; (u) be construed as an obligation of any Restructuring Support Party to advance any funds to or purchase any securities of the Company or the reorganized Company, other than pursuant and subject to the DIP Term Credit Agreement; (v) be construed to limit consent and approval rights provided in this Agreement, the Term Sheets, and the Definitive Documentation; (w) be construed to prohibit any Restructuring Support Party from contesting whether any matter, fact, or thing is a breach of, or is inconsistent with, this Agreement or the Definitive Documentation, or exercising rights or remedies specifically reserved herein; (x) limit the rights of any Restructuring Support Party under any applicable bankruptcy, insolvency, foreclosure, or similar proceeding, or be construed to prohibit or limit any Restructuring Support Party from appearing as a party-in-interest in any matter to be adjudicated in the Chapter 11 Cases, so long as, during the RSA Support Period, such appearance and the positions advocated in connection therewith are not materially inconsistent with this Agreement, are not prohibited by this Agreement and are not for the

purpose of hindering, delaying, or preventing the consummation of the Restructuring Transactions; (y) limit the ability of a Restructuring Support Party to sell or enter into any transactions in connection with its Claims (including all of its Superpriority Claims and all of its 1.5L Notes Claims) against, or interests in, as applicable, the Company now or hereafter owned by such Restructuring Support Party; or (z) require any Restructuring Support Party to take any action prohibited by any intercreditor agreement or collateral trust agreement.

7. **Commitment of the Consenting Equityholders**. In addition to the obligations set forth in Section 6 hereof, the Consenting Equityholders shall, during the RSA Support Period:

(a) not (i) pledge, encumber, assign, sell, or otherwise transfer, including by the declaration of a worthless stock deduction for any tax year ending on or prior to the Plan Effective Date, offer, or contract to pledge, encumber, assign, sell, or otherwise transfer, in whole or in part, directly or indirectly, any portion of its right, title, or interests in any of its shares, stock, or other interests in the Company or beneficial ownership thereof (including its Class A Shares and Class B Shares) or (ii) acquire any interest or rights in any outstanding indebtedness of the Company, in each case, to the extent such pledge, encumbrance, assignment, sale, acquisition, declaration of worthlessness, or other transfer will limit, reduce, eliminate or otherwise impair or adversely affect any of the Company's tax attributes (including by reason of sections 108 or 382 of the Internal Revenue Code of 1986); and

(b) direct any entity which any Consenting Equityholder manages or controls either directly or indirectly to comply with the obligations set forth in Section 6 or Section 7(a) hereof.

8. **Commitment of the Company**. Subject to Section 14 hereof, the Company shall, during the RSA Support Period:

(a) commence the Chapter 11 Cases on or before the Outside Petition Date;

(b) (i) support and use commercially reasonable efforts to execute and complete the Restructuring Transactions set forth in this Agreement (including the Term Sheets, and, once filed, the Plan) and (ii) negotiate in good faith all Definitive Documentation and take any and all necessary and appropriate actions in furtherance of this Agreement;

(c) (i) timely complete and file, within the timeframes contemplated herein (including as contemplated in the Milestones section in the DIP Term Sheet), the Plan, the Disclosure Statement, and the other Definitive Documentation; (ii) obtain the DIP Term Orders, the Disclosure Statement Order, the Confirmation Order within the timeframes contemplated herein (including as contemplated in the Milestones section in the DIP Term Sheet); (iii) prosecute and defend any objections or appeals relating to the DIP Term Orders, the Disclosure Statement Order, the Confirmation

Order, and/or the Restructuring Transactions; and (iv) not take any action that is inconsistent with, or to alter, delay, impede, or interfere with, approval of the DIP Term Orders, or the Disclosure Statement, confirmation of the Plan, or consummation of the Plan and the Restructuring Transactions;

(d) timely file a formal objection to any motion filed with the Bankruptcy Court by a party seeking the entry of an order (i) directing the appointment of a trustee or examiner (with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code), (ii) converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, or (iii) dismissing any of the Chapter 11 Cases;

(e) timely file a formal objection to any motion filed with the Bankruptcy Court by a party seeking the entry of an order modifying or terminating the Company's exclusive right to file and/or solicit acceptances of a plan of reorganization, as applicable;

(f) timely file a formal objection to any motion, application, or adversary proceeding challenging the validity, enforceability, perfection, or priority of, or seeking avoidance or subordination of, any portion of the Superpriority Claims;

(g) comply with all Milestones;

(h) to the extent that any legal or structural impediment arises that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan, negotiate in good faith appropriate additional or alternative provisions to address any such impediment, in consultation with the Required Consenting Superpriority Lenders;

(i) subject to applicable laws, use commercially reasonable efforts to, consistent with the pursuit and consummation of the Restructuring Transactions, preserve intact in all material respects the current business operations of the Company Parties (other than as consistent with applicable fiduciary duties), keep available the services of its current officers and material employees (in each case, other than as contemplated by the Company's current business plan provided to the Consenting Superpriority Lenders, voluntary resignations, terminations for cause, or terminations consistent with applicable fiduciary duties) and preserve in all material respects its relationships with customers, sales representatives, suppliers, distributors, and others, in each case, having material business dealings with the Company (other than terminations for cause or consistent with applicable fiduciary duties);

(j) as soon as reasonably practicable, notify the Consenting Superpriority Lenders of any governmental or third party complaints, litigations, investigations, or hearings (or communications indicating that the same may be contemplated or threatened) that would prevent, hinder, or delay the consummation of the transactions contemplated in this Agreement or the Plan of which the Company Advisors have actual knowledge by furnishing written notice to the Consenting Superpriority Lenders within 3 business days of actual knowledge of such event;

(k) as soon as reasonably practicable, notify the Consenting Superpriority Lenders of any material breach by the Company of which the Company Advisors have actual knowledge in respect of any of the obligations, representations, warranties, or covenants set forth in this Agreement by furnishing written notice to the Consenting Superpriority Lenders within 3 business days of actual knowledge of such breach;

(l) provide written notice within 2 business days to the Consenting Superpriority Lenders and counsel to the Ad Hoc Group of Superpriority Lenders between the date hereof and the Plan Effective Date of (i) the occurrence, or failure to occur, of any event of which any of the Company Advisors have actual knowledge which occurrence or failure would be likely to cause any covenant of the Company contained in this Agreement not to be satisfied in any material respect; (ii) receipt of any written notice by the Company of which the Company Advisors are aware from any governmental body in connection with this Agreement or the Restructuring Transactions; and (iii) receipt of any written notice by the Company of which the Company Advisors are aware of any proceeding commenced, or, to the actual knowledge of the Company Advisors, threatened against the Company, relating to or involving or otherwise affecting in any material respect the Restructuring Transactions;

(m) promptly pay all prepetition and postpetition reasonable and documented fees and expenses of (i) Davis Polk & Wardwell LLP, (ii) Houlihan Lokey Capital, Inc., (iii) Frost Brown Todd LLC, and (iv) any other advisors retained by the Ad Hoc Group of Superpriority Lenders (with the consent of the Company, not to be unreasonably withheld, conditioned or delayed), in each case of clauses (i)-(iv), in accordance with the terms of their respective engagement letters with the Company, if any (collectively, the "Restructuring Expenses"); and unless otherwise agreed by the Company and the applicable firm, the Company shall (i) on the Closing Date (as defined in the DIP Term Credit Agreement) of the DIP Term Credit Agreement, pay (x) all Restructuring Expenses accrued but unpaid as of such date (to the extent invoiced), whether or not such Restructuring Expenses are then due, outstanding, or otherwise payable in connection with this matter and (y) fund or replenish, as the case may be, any retainers reasonably requested by any of the foregoing professionals, in each case in accordance with the terms of their respective engagement

letters with the Company; (ii) after the Closing Date of the DIP Term Credit Agreement, pay all accrued but unpaid Restructuring Expenses on a regular and continuing basis; and (iii) on the Plan Effective Date, so long as this Agreement has not been terminated as to all Parties, pay all accrued and unpaid Restructuring Expenses incurred up to (and including) the Plan Effective Date by Parties still subject to this Agreement (provided, for the avoidance of doubt, that such Restructuring Expenses have not been satisfied during the Chapter 11 Cases pursuant to the DIP Term Orders), without any requirement for Bankruptcy Court review or further Bankruptcy Court order; *provided* that, notwithstanding the foregoing, nothing herein shall affect or limit any obligations of the Company Parties to pay the Restructuring Expenses as provided in the DIP Term Orders;

(n) promptly pay all prepetition and postpetition reasonable and documented fees and expenses of Willkie Farr & Gallagher LLP as counsel to Mr. Robert E. Murray, both in his individual capacity and as trustee for the Robert E. Murray Trust, in accordance with the terms of its engagement letter with the Company, if any, in an aggregate amount not to exceed $1.25 million during the Chapter 11 Cases;

(o) provide draft copies of all material motions or applications and other documents (including the Plan, the Disclosure Statement, the ballots and other solicitation materials in respect of the Plan, the Confirmation Order, and declarations in support of such material motions) the Company intends to file with the Bankruptcy Court to counsel to the Ad Hoc Group of Superpriority Lenders, if reasonably practical, at least 3 business days prior to the date when the Company intends to file any such pleading or other document (provided that if delivery of such motions, orders, or materials (other than the Plan, the Disclosure Statement, the Confirmation Order or the DIP Term Orders) at least 3 business days in advance is not reasonably practicable, such motion, order, or material shall be delivered as soon as reasonably practicable prior to filing) and shall consult in good faith with such counsel regarding the form and substance of any such proposed filing with the Bankruptcy Court; and

(p) not seek, solicit, or support any Alternative Transaction, and if the Company receives an unsolicited bona fide proposal or expression of interest in undertaking an Alternative Transaction that the boards of directors, members, or managers (as applicable) of the Company, determine in their good-faith judgment provides a higher or better economic recovery to the Company's creditors than that set forth in this Agreement and such Alternative Transaction is from a proponent that the boards of directors, members, or managers (as applicable) of the Company Parties have reasonably determined is capable of timely consummating such Alternative Transaction, the Company Parties will, within 24 hours of the receipt of such proposal or expression of interest, notify the AHG Advisors of the receipt thereof, with such notice to include the

material terms thereof, including the identity of the person or group of persons involved; *provided* that such notice shall be delivered on a confidential and professionals' eyes only basis.

Company acknowledges, agrees, and shall not dispute that after the commencement of the Chapter 11 Cases, the giving of notice of termination by any Party pursuant to this Agreement shall not be a violation of the automatic stay of section 362 of the Bankruptcy Code (and the Company hereby waives, to the extent legally possible, the applicability of the automatic stay to the giving of such notice); *provided* that nothing herein shall prejudice any Party's rights to argue that the giving of notice of default or termination was not proper under the terms of this Agreement.

9. **Consenting Superpriority Lenders Termination Events**. The Required Consenting Superpriority Lenders shall have the right, but not the obligation, upon notice to the other Parties provided in accordance with Section 25 hereof, to terminate this Agreement only as to the Consenting Superpriority Lenders upon the occurrence of any of the following events (each, a "Consenting Superpriority Lenders Termination Event"), unless waived, in writing, by the Required Consenting Superpriority Lenders on a prospective or retroactive basis;

(a) the failure to meet any of the Milestones unless (i) such failure is the direct result of any act, omission, or delay on the part of a Consenting Superpriority Lender in violation of such Consenting Superpriority Lender's obligations under this Agreement or (ii) such Milestone is extended in accordance with Section 5 of this Agreement;

(b) the occurrence of a breach of any covenant or other obligation set forth in this Agreement by the Company or a Consenting Equityholder that has not been cured (if susceptible to cure) before 5 business days after the Company's receipt of written notice thereof in accordance with Section 25(a) hereof;

(c) the Definitive Documentation and any amendments, modifications, or supplements thereto filed by the Company include terms that are inconsistent with the Term Sheets and are not at all times acceptable to the Required Consenting Superpriority Lenders, *provided* that the Company shall have 2 business days to file revised Definitive Documentation consistent with the Term Sheets and acceptable to the Required Consenting Superpriority Lenders after the Company's receipt of written notice of such breach in accordance with Section 25(a) hereof;

(d) a Definitive Documentation alters the treatment of the Superpriority Lenders specified in the Term Sheets without complying with Section 27 hereof and the Required Consenting Superpriority Lenders have not otherwise consented to such Definitive Documentation;

(e) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(f) the dismissal of one or more of the Chapter 11 Cases without the prior written consent of the Required Consenting Superpriority Lenders;

(g) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(h) the Bankruptcy Court enters an order denying confirmation of the Plan, the effect of which would render the Plan incapable of consummation on the terms set forth herein;

(i) the Bankruptcy Court enters a final order not subject to appeal granting relief that is inconsistent with, or denies relief sought that is contemplated by, this Agreement or the Plan in any materially adverse respect to the Consenting Superpriority Lenders, in each case;

(j) the Confirmation Order is reversed or vacated;

(k) the Company (i) announces that it will proceed with an Alternative Transaction, (ii) files a motion with the Bankruptcy Court seeking the approval of an Alternative Transaction or supports (or fails to timely object to) another party in filing or seeking approval of an Alternative Transaction, or (iii) agrees to pursue (including, for the avoidance of doubt, as may be evidenced by a term sheet, letter of intent, or similar document) or publicly announces its intent to pursue an Alternative Transaction;

(l) the Company withdraws the Plan or publicly announces its intention not to support the Restructuring Transactions or the Plan;

(m) the Bankruptcy Court enters an order modifying terminating the Company's exclusive right to file and solicit acceptances of a plan (including the Plan);

(n) the commencement of an involuntary bankruptcy case against the Company (or affiliate thereof) under the Bankruptcy Code, if such involuntary case is not dismissed within 45 calendar days after the filing thereof, or if a court order grants the relief sought in such involuntary case;

(o) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of any of the Restructuring Transactions or rendering illegal this Agreement, the Plan or the Restructuring Transactions, and either (i) such ruling, judgment or order has been issued at the request of or with the acquiescence of the Company, or (ii) in all other circumstances, such ruling, judgment or order has not been not stayed, reversed or vacated

within 5 business days after such issuance; *provided*, *however*, that the Company shall have 5 business days after the issuance of such ruling or order to obtain relief that would allow consummation of the applicable Restructuring Transaction;

(p) any representation or warranty in this Agreement made by the Company shall have been untrue in any material respect when made or shall have become untrue in any material respect, *provided* that the Company shall have 5 business days to cure such representation or warranty (if susceptible to cure) after the Company's receipt of written notice of such breached representation or warranty in accordance with Section 25(a) hereof;

(q) the Agreement Effective Date shall not have occurred on or before the Petition Date;

(r) the Petition Date shall not have occurred on or before the Outside Petition Date;

(s) if either (i) any Company (or any person or entity on behalf of any Company or its bankruptcy estate with proper standing) files a motion, application or adversary proceeding (or supports or fails to timely object to such a filing) (A) challenging the validity, enforceability, perfection or priority of, or seeking invalidation, avoidance, disallowance, recharacterization or subordination of any Superpriority Claim or (B) asserting any other cause of action against and/or with respect or relating to all or any portion of the Superpriority Claims or the liens securing the Superpriority Claims or (ii) the Bankruptcy Court (or any court with jurisdiction over the Chapter 11 Cases) enters an order providing relief against the interests of the Superpriority Lenders with respect to any of the foregoing causes of action or proceedings, including, but not limited to, invalidating, avoiding, disallowing, recharacterizing, subordinating, or limiting the enforceability of any Superpriority Claim;

(t) a Default or Event of Default (as each us defined in the DIP Term Credit Agreement) under the DIP Term Credit Agreement has occurred and is continuing; or

(u) the occurrence of a Consenting Equityholder Termination Event or the occurrence of a Company Termination Event of this Agreement.

10. **Consenting Equityholders Termination Events**. The Required Consenting Equityholders shall have the right, but not the obligation, upon notice to the other Parties provided in accordance with Section 25 hereof, to terminate this Agreement only as to Consenting Equityholders upon the occurrence of any of the following events (each, a "Consenting Equityholders Termination Event"), unless waived, in writing, by the Required Consenting Equityholders on a prospective or retroactive basis:

(a) the conversion of one or more of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(b) the dismissal of one or more of the Chapter 11 Cases without the prior written consent of the Consenting Equityholders;

(c) the appointment of a trustee, receiver, or examiner with expanded powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code in one or more of the Chapter 11 Cases;

(d) the Company (i) amends or modifies, or files a pleading seeking authority to amend or modify, the Definitive Documentation in a manner that is materially inconsistent with this Agreement and the Consenting Equityholder has a consent right over such Definitive Documentation, (ii) suspends or revokes the Restructuring Transactions, or (iii) publicly announces its intention to take any such action listed in the foregoing provisos (i) and (ii), but, in each case, only to the extent such action can reasonably be expected to have a material adverse impact on the rights of the Consenting Equityholders under this Agreement;

(e) the Company (i) files or announces that it will proceed with an Alternative Transaction or (ii) withdraws or announces its intention not to support the Plan; or

(f) a material breach by a Restructuring Support Party of any representation, warranty, or covenant of such Restructuring Support Party set forth in this Agreement that disproportionately and adversely affect the Consenting Equityholders (to the extent curable) has not been cured before 5 business days after notice to all Restructuring Support Parties given in accordance with Section 25 hereof of such breach.

11. **The Company's Termination Events**. The Company may, upon notice to the Restructuring Support Parties, provided in accordance with Section 25 hereof, terminate this Agreement upon the occurrence of any of the following events (each, a "Company Termination Event"), subject to the rights of the Company to fully or conditionally waive, in writing, on a prospective or retroactive basis:

(a) a material breach by a the Consenting Superpriority Lenders of any representation, warranty, or covenant of the Consenting Superpriority Lenders set forth in this Agreement that (to the extent curable) has not been cured before 5 business days after notice to the Consenting Superpriority Lenders given in accordance with Section 25 hereof of such breach;

(b) any of the Definitive Documentation (including any amendment or modification thereof) is filed with the Bankruptcy Court or otherwise finalized, or has become effective, that is not materially consistent with

this Agreement or otherwise reasonably satisfactory to the Company, and such inconsistency has not been cured before 5 business days after notice to all Restructuring Support Parties given in accordance with Section 25 hereof of such breach;

(c) the issuance by any governmental authority, including the Bankruptcy Court, any regulatory authority, or any other court of competent jurisdiction, of any ruling or order enjoining the substantial consummation of the Restructuring Transactions or rendering illegal this Agreement, the Plan or the Restructuring Transactions, and such ruling, judgment or order has not been not stayed, reversed or vacated within fifteen calendar days after such issuance; *provided*, *however*, that the Company has made commercially reasonable, good faith efforts to cure, vacate, or have overruled such ruling or order prior to terminating this Agreement; or

(d) the board of directors, members, or managers (as applicable) of the Company reasonably determines in good faith based upon the advice of outside counsel that continued performance under this Agreement or pursuit of the Restructuring Transactions would be inconsistent with the exercise of its fiduciary duties under applicable law; *provided*, that the Company Parties shall provide notice of such determination to counsel to the Ad Hoc Group of Superpriority Lenders via email within one business day after the date thereof.

12. **Mutual Termination; Automatic Termination**. This Agreement and the obligations of all Parties hereunder may be terminated by mutual written agreement by and among Murray Energy Corporation, on behalf of the Company, the Required Consenting Superpriority Lenders, and the Consenting Equityholders. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate automatically without further required action upon the occurrence of the Plan Effective Date or upon a Company Termination Event based on Section 11 hereof.

13. **Effect of Termination**.

(a) Upon termination of this Agreement as to the Consenting Superpriority Lenders pursuant to a Consenting Superpriority Lenders Termination Event or as to the Consenting Equityholders pursuant to a Consenting Equityholders Termination Event, this Agreement shall be of no further force or effect with respect to the Consenting Superpriority Lenders or the Consenting Equityholders, as applicable. Each Restructuring Support Party subject to such termination shall: (a) be released from its commitments, undertakings, and agreements under or related to this Agreement, (b) have the rights and remedies that it would have had, had it not entered into this Agreement, and (c) be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement. Any and all votes or consents tendered by such Restructuring Support

Party prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Parties in connection with the Restructuring Transactions, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted; *provided, however*, that if the approval of the Bankruptcy Court shall be required under applicable law in order for such Restructuring Support Party to change or resubmit such consents, then the Company shall not oppose any attempt by such Restructuring Support Party to terminate, change, or resubmit the consent under this Section 13. The termination of this Agreement with respect to any Restructuring Support Party shall not relieve or absolve any Restructuring Support Party of any liability for any breaches of this Agreement that preceded the termination of the Agreement. Notwithstanding anything to the contrary in this Agreement, the foregoing shall not be construed to prohibit the Company or any Restructuring Support Party from contesting whether any such termination is in accordance with its terms or to seek enforcement of any rights under this Agreement that arose or existed before the date of such termination. Except as expressly provided in this Agreement, nothing in this Agreement is intended to, or does, in any manner waive, limit, impair, or restrict any right or ability of any Restructuring Support Party to protect and preserve its rights (including rights under this Agreement), remedies, and interests, including its claims against any other Restructuring Support Party. Notwithstanding anything herein to the contrary, to the extent the Required Consenting Superpriority Lenders terminate this Agreement as to the Consenting Superpriority Lenders, such termination shall not automatically terminate this Agreement or, in itself, provide any other Party with the right to terminate its obligations hereunder.

(b) Upon termination of this Agreement pursuant to a Company Termination Event pursuant to Section 11 or a mutual termination pursuant to Section 12, (a) this Agreement shall be of no further force and effect and each Party hereto shall be released from its commitments, undertakings, and agreements under or related to this Agreement and shall have the rights and remedies that it would have had it not entered into this Agreement, and shall be entitled to take all actions, whether with respect to the Restructuring Transactions or otherwise, that it would have been entitled to take had it not entered into this Agreement, and (b) any and all consents tendered by the Restructuring Support Parties prior to such termination shall be deemed, for all purposes, to be null and void *ab initio*, shall not be considered or otherwise used in any manner by the Restructuring Support Parties in connection with the Restructuring Transactions, the Plan, and this Agreement or otherwise and such consents may be changed or resubmitted; *provided, however*, that if the approval of the Bankruptcy Court shall be required under applicable law in order for such Restructuring Support Parties to change or resubmit such consents, then the Company shall not oppose any attempt by such Restructuring

Support Parties to terminate, change, or resubmit the consent under this Section 13(b).

(c) If the Restructuring Transactions have not been consummated prior to the date of termination of this Agreement, nothing herein shall be construed as a waiver by any Party of any or all of such Party's rights and the Parties expressly reserve any and all of their respective rights. Pursuant to Federal Rule of Evidence 408 and any other applicable rules of evidence, this Agreement and all negotiations relating hereto shall not be admissible into evidence in any proceeding other than a proceeding to enforce its terms.

14. **Fiduciary Duties.** Notwithstanding anything to the contrary herein, nothing in this Agreement shall require any of the Company's directors, members, managers, officers, or employees (in such person's capacity as a director, officer, or employee) to take any action, or to refrain from taking any action, to the extent that the Company's board of directors, officers, members, or managers (as applicable) determines in good faith, after consultation with outside counsel, that taking such action or refraining from taking such action may be inconsistent with its or their fiduciary obligations under applicable law, and any such exercise of such fiduciary duties shall not be deemed to constitute a breach of the terms of this Agreement; *provided, however*, that the effect of any such action (and to the extent the Company does not terminate this Agreement in accordance with Section 11(e) hereof), to the extent not consistent in all material respects with this Agreement, shall allow the Consenting Superpriority Lenders the right to take actions in accordance with Section 9 to terminate this Agreement. The Company, in its sole discretion, may (but shall not be required to) terminate this Agreement in accordance with Section 11(e) hereof, and specific performance shall not be available as a remedy if this Agreement is terminated in accordance with Section 11(e) hereof. All Consenting Superpriority Lenders reserve all rights they may have, including the right (if any) to challenge any exercise by the Company's board of directors, members, or managers (as applicable) of its or their fiduciary duties.

15. Releases.

(a) Immediately upon the Agreement Effective Date, except with respect to obligations expressly contained in this Agreement, (i) each of the Consenting Superpriority Lenders agrees, on behalf of itself, to release and discharge each Consenting Equityholder and its directors, officers, shareholders, partners, members, employees, agents, attorneys, representatives, heirs, executors and assigns, in each case solely in their capacities as such, together with their respective past and present directors, officers, shareholders, partners, members, employees, agents, attorneys, representatives, heirs, executors and assigns, in each case solely in their capacities as such, from any and all claims, actions, causes of action, suits, losses, obligations, liabilities, damages, judgments, awards, costs, and expenses (including attorneys' fees) of every kind, type, and nature whatsoever, whether known or unknown, absolute or contingent, asserted, threatened, or alleged, that such Consenting Superpriority Lender (1) has, may have, or may claim to have, (2) heretofore had, may have had, or may claim to have had, or (3) hereafter may have, or may claim to have, against any of the Consenting Equityholders, from the beginning of time up to and through the Agreement Effective Date, (ii)

each of the Consenting Superpriority Lenders agrees, individually, not to bring any claim, action, cause of action, or suit that is based on, arising out of or under, or in connection with, any matters released by the Consenting Superpriority Lender under clause (i) above, and (iii) each of the Consenting Superpriority Lenders severally (and not jointly) warrants and represents that it has not transferred or assigned to any person or entity any right based on, arising out of or under, or in connection with, any matters released by the Consenting Superpriority Lender under clause (i) above. Notwithstanding anything to the contrary herein, the Consenting Superpriority Lender shall not be deemed to have released the Debtors or any of their subsidiaries pursuant to this Section 15(a).

(b) Immediately upon the Agreement Effective Date, except with respect to obligations expressly contained in this Agreement, (i) each of the Consenting Equityholders agrees, on behalf of itself, to unconditionally and forever release and discharge each Consenting Superpriority Lender and its directors, officers, shareholders, partners, members, employees, agents, attorneys, representatives, affiliates, parents, subsidiaries, predecessors, successors, heirs, executors and assigns, together with their respective past and present directors, officers, shareholders, partners, members, employees, agents, attorneys, representatives, affiliates, parents, subsidiaries, predecessors, successors, heirs, executors and assigns from any and all claims, actions, causes of action, suits, losses, obligations, liabilities, damages, judgments, awards, costs, and expenses (including attorneys' fees) of every kind, type, and nature whatsoever, whether known or unknown, absolute or contingent, asserted, threatened, or alleged, that such Consenting Equityholders (1) has, may have, or may claim to have, (2) heretofore had, may have had, or may claim to have had, or (3) hereafter may have, or may claim to have, against any of the Consenting Superpriority Lenders, from the beginning of time up to and through the Agreement Effective Date, (ii) each of the Consenting Equityholders agrees, neither individually nor collectively with any other person or entity, to bring any claim, action, cause of action, or suit that is based on, arising out of or under, or in connection with, any matters released by the Consenting Equityholders, and (iii) each of the Consenting Equityholders severally (and not jointly) warrants and represents that it has not transferred or assigned to any person or entity any right based on, arising out of or under, or in connection with, any matters released by the Consenting Equityholders under clause (i) above. Notwithstanding anything to the contrary herein, the Consenting Equityholders shall not be deemed to have released the Debtors or any of their subsidiaries pursuant to this Section 15(b).

(c) The releases and other agreements set forth in this Section 15 and other agreements, including the foregoing releases, shall be deemed void *ab initio* and of no force and effect as to a Consenting Equityholder or a Consenting Superpriority Lender automatically and immediately upon the termination of the RSA as to such Consenting Equityholder or Consenting Superpriority Lender.

(d) Notwithstanding anything to the contrary in the foregoing paragraphs or this Agreement, pursuant to the Plan, Mr. Robert E. Murray will affirmatively waive all Claims against the Debtors related to bonus payments earned but not yet paid by the Debtors arising from Mr. Robert E. Murray's employment with the Company.

16. **Transfers of Claims and Interests**. Each Restructuring Support Party shall not make a Transfer, unless such Transfer is a Permitted Transfer. Upon compliance with the

foregoing, the Transferor shall be deemed to relinquish its rights (and be released from its obligations, except for any claim for breach of this Agreement that occurs prior to such Transfer) under this Agreement to the extent of such transferred rights and obligations.

(a) Notwithstanding anything to the contrary herein, (i) the foregoing provisions shall not preclude any Consenting Superpriority Lender from settling or delivering any Claims to settle any confirmed transaction pending as of the date of such Consenting Superpriority Lender's entry into this Agreement (it being understood that any such Claims so acquired and held shall be subject to the terms of this Agreement), (ii) a Qualified Marketmaker that acquires any Claims with the purpose and intent of acting as a Qualified Marketmaker for such Claims, shall not be required to execute and deliver to counsel a Transferee Joinder or otherwise agree to be bound by the terms and conditions set forth in this Agreement if such Qualified Marketmaker transfers such Claims (by purchase, sale, assignment, participation, or otherwise) within 5 business days of its acquisition to a Consenting Superpriority Lender or Permitted Transferee and the transfer otherwise is a Permitted Transfer, and (iii) to the extent any Party is acting solely in its capacity as a Qualified Marketmaker, it may Transfer any ownership interests in the Claims that it acquires from a holder of Claims that is not a Consenting Superpriority Lender to a transferee that is not a Consenting Superpriority Lender at the time of such Transfer without the requirement that the transferee be or become a signatory to this Agreement or execute a Transferee Joinder.

(b) This Agreement shall in no way be construed to preclude any of the Consenting Superpriority Lenders from acquiring additional Claims; *provided, however,* that, to the extent any Consenting Superpriority Lender (i) acquires additional Claims, (ii) holds or acquires any other Claims against the Company entitled to vote on the Plan, or (iii) holds or acquires any equity interests in the Company entitled to vote on the Plan, then, in each case, each such Consenting Superpriority Lender shall promptly, and not later than five business days after such acquisition, notify via email Kirkland & Ellis LLP (at joe.graham@kirkland.com and tricia.schwallier@kirkland.com) and Davis Polk & Wardwell LLP (at adam.shpeen@davispolk.com and daniel.rudewicz@davispolk.com), and each such Consenting Superpriority Lender agrees that all such Claims and/or equity interests shall be subject to this Agreement, and agrees that, for the duration of the Individual Support Period with respect to such Consenting Superpriority Lender and subject to the terms of this Agreement, it shall vote in favor of the Plan (or cause to be voted) any such additional Claims and/or equity interests entitled to vote on the Plan (to the extent still held by it on or on its behalf at the time of such vote), in a manner consistent with Section 6 hereof. For the avoidance of doubt, any obligation to vote for the Plan or any other plan shall be subject to sections 1125 and 1126 of the Bankruptcy Code.

(c) This Section 16 shall not impose any obligation on the Company to issue any "cleansing letter" or otherwise publicly disclose information for the purpose of enabling a Consenting Superpriority Lender to Transfer any Claims. Notwithstanding anything to the contrary herein, to the extent the Company and another Party have entered into a separate agreement with respect to the issuance of a "cleansing letter" or other public disclosure of information, the terms of such agreement shall continue to apply and remain in full force and effect according to its terms.

(d) Any Transfer made in violation of this Section 16 shall be deemed null and void *ab initio* and of no force or effect, regardless of any prior notice provided to any Restructuring Support Party, and shall not create any obligation or liability of any Company or any other Restructuring Support Party to the purported transferee.

(e) For the avoidance of doubt, (i) following a Permitted Transfer by a Consenting Superpriority Lender of all of its interests in the Claims, such Consenting Superpriority Lender shall have no additional or continuing obligations under this Agreement or any related direction letters to any agent or trustee, and (ii) prior to the effective date of a Permitted Transfer, the Permitted Transferee shall not have obligations or liabilities under this Agreement or any related direction letters to any agent or trustee to any party to the Agreement.

(f) Notwithstanding the foregoing, nothing in this Agreement, and neither a vote to accept the Plan by any Consenting Superpriority Lender, nor the acceptance of the Plan by any Consenting Superpriority Lender, shall: (i) constitute a waiver or amendment of any provision of any Superpriority Loan Documents or any related documents or any other documents or agreements that give rise to a Consenting Superpriority Lender's Claims; (ii) bar any Consenting Superpriority Lender or the administrative agent on behalf of the Consenting Superpriority Lenders from filing a proof of claim with the Bankruptcy Court, or taking action to establish the amount of such claim; or (iii) limit the ability of any Consenting Superpriority Lender to assert any rights, claims, or defenses under the Superpriority Loan Documents and any related documents or any other documents or agreements that give rise to a Consenting Superpriority Lender's Claims, to the extent the assertion of such rights, claims, or defenses are not inconsistent with this Agreement or such Consenting Superpriority Lenders' obligations hereunder.

(g) The Company understands that the Consenting Superpriority Lenders are engaged in a wide range of financial services and businesses, and, in furtherance of the foregoing, the Company acknowledges and agrees that the obligations set forth in this Agreement shall only apply to the undersigned Consenting Superpriority Lenders; *provided* that, if applicable, the Consenting Superpriority Lender shall specify in its signature page or any Transferee Joinder executed by such Consenting Superpriority Lender the applicable trading desk or business group that intends to be bound by this Agreement.

17. **Consents and Acknowledgments**.

(a) Each Party irrevocably acknowledges and agrees that this Agreement is not and shall not be deemed to be a solicitation for acceptances of the Plan. The acceptance of the Plan by each of the Restructuring Support Parties will not be solicited until such Restructuring Support Party has received the Disclosure Statement and Plan Solicitation Materials in accordance with the Disclosure Statement Order, applicable law, and will be subject to sections 1125, 1126, and 1127 of the Bankruptcy Code.

(b) By executing this Agreement, each Restructuring Support Party (including, for the avoidance of doubt, any entity that may execute this Agreement or a Transferee Joinder after the Agreement Effective Date)

consents to the Company's use of its cash collateral and incurrence of debtor-in-possession financing expressly as authorized by, and subject to the terms of, the DIP Term Orders.

(c) By executing this Agreement, each Restructuring Support Party (including, for the avoidance of doubt, any entity that may execute this Agreement or a Transferee Joinder after the Agreement Effective Date), for the duration of the Individual Support Period with respect to such Restructuring Support Party, temporarily waives and forbears from exercising remedies with respect to any Default or Event of Default as defined under the Superpriority Loan Documents, Term Loan Documents, 1.5L Notes Documents, 2L Notes Documents, and Stub 2L Notes Documents, as applicable, that is caused by the Company's entry into this Agreement or the other documents related to this Agreement and the transactions contemplated in this Agreement, and agrees to direct the applicable administrative agent to not exercise remedies to the extent that any other Superpriority Lender, Term Loan Lender, 1.5L Noteholder, 2L Noteholder, Stub 2L Noteholder, directs such agent to exercise such remedies. The foregoing forbearance shall not be construed to impair the ability of the Restructuring Support Party (at any time after the expiration of the Individual Support Period with respect to such Restructuring Support Party) or the administrative agent under the Superpriority Credit Agreement or the Term Loan Credit Agreement or the trustee under the 1.5L Indenture, the 2L Indenture, or the Stub 2L Indenture (at any time after the expiration of the RSA Support Period) to take any remedial action, without requirement for any notice, demand, or presentment of any kind, and, except as provided herein, nothing shall restrict, impair, or otherwise affect the exercise of the Consenting Superpriority Lenders rights under this Agreement or the Consenting Superpriority Lenders' or the administrative agent's or the trustee's rights under the Superpriority Credit Agreement, the Term Loan Credit Agreement, the 1.5L Indenture, the 2L Indenture, or the Stub 2L Indenture, as applicable.

18. **Representations and Warranties**.

(a) Each Restructuring Support Party hereby represents and warrants on a several and not joint basis for itself and not any other person or entity that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part;

(iii) to the extent it is a Consenting Superpriority Lender, the execution and delivery by it of this Agreement does not violate its certificates of incorporation, or bylaws, or other organizational documents;

(iv) the execution, delivery, and performance by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, except (i) any of the foregoing as may be necessary and/or required for disclosure by the Securities and Exchange Commission and applicable state securities or "blue sky" laws, (ii) any of the foregoing as may be necessary and/or required in connection with the Chapter 11 Cases, including the approval of the Disclosure Statement and confirmation of the Plan, (iii) filings of amended certificates of incorporation or articles of formation or other organizational documents with applicable state authorities, and other registrations, filings, consents, approvals, notices, or other actions that are reasonably necessary to maintain permits, licenses, qualifications, and governmental approvals to carry on the business of the Company, and (iv) any other registrations, filings, consents, approvals, notices, or other actions, the failure of which to make, obtain or take, as applicable, would not be reasonably likely, individually or in the aggregate, to materially delay or materially impair the ability of any Party hereto to consummate the transactions contemplated hereby;

(v) this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability;

(vi) it has sufficient knowledge and experience to evaluate properly the terms and conditions of this Agreement, the Disclosure Statement, the Plan, and any other Definitive Documentation, and it has made its own analysis and decision to enter into this Agreement and it is (A) an "accredited investor" within the meaning of Rule 501 of the Securities Act or (B) or a "qualified institutional buyer" within the meaning of Rule 144A of the Securities Act; and

(vii) it (A) either (1) is the sole owner of the Claims and interests identified below its name on its signature page hereof and in the amounts set forth therein, or (2) has all necessary investment or voting discretion with respect to the principal amount of Claims and interests identified below its name on its signature page hereof, and has the power and authority to bind the owner(s) of such

Claims and interests to the terms of this Agreement; (B) is entitled (for its own accounts or for the accounts of such other owners) to all of the rights and economic benefits of such Claims and interests; and (C) to the knowledge of the individuals working on the Restructuring Transactions, does not directly or indirectly own any Claims against the Company, other than as identified below its name on its signature page hereof.

(b) Each Company entity hereby represents and warrants on a joint and several basis (and not any other person or entity other than each Company entity) that the following statements are true, correct, and complete, to the best of its actual knowledge, as of the date hereof:

(i) it has the requisite corporate or other organizational power and authority to enter into this Agreement and to carry out the transactions contemplated by, and perform its respective obligations under, this Agreement;

(ii) the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all necessary corporate or other organizational action on its part, including approval of each of the independent directors of each of the corporate entities that comprise the Company;

(iii) the execution and delivery by it of this Agreement does not (A) violate its certificates of incorporation, or bylaws, or other organizational documents, or those of any of its affiliates in any material respect, or (B) result in a breach of, or constitute (with due notice or lapse of time or both) a default (other than, for the avoidance of doubt, a breach or default that would be triggered as a result of the Chapter 11 Cases of the Company undertaking to implement the Restructuring Transactions through the Chapter 11 Cases) under any material contractual obligation to which it or any of its affiliates is a party;

(iv) the execution and delivery by it of this Agreement does not require any registration or filing with, the consent or approval of, notice to, or any other action with any federal, state, or other governmental authority or regulatory body, other than, for the avoidance of doubt, the actions with governmental authorities or regulatory bodies required in connection with implementation of the Restructuring Transactions;

(v) subject to the provisions of sections 1125 and 1126 of the Bankruptcy Code, this Agreement is its legally valid and binding obligation, enforceable against it in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency,

reorganization, moratorium, or other similar laws relating to or limiting creditors' rights generally, or by equitable principles relating to enforceability; and

(vi) it has sufficient knowledge and experience to evaluate properly the terms and conditions of the Plan and this Agreement, and has been afforded the opportunity to consult with its legal and financial advisors with respect to its decision to execute this Agreement, and it has made its own analysis and decision to enter into this Agreement and otherwise investigated this matter to its full satisfaction.

19. **Relationship Among Parties**. Notwithstanding anything herein to the contrary, (i) the duties and obligations of the Parties under this Agreement shall be several, not joint; (ii) no Party shall have any responsibility by virtue of this Agreement for any trading by any other entity; (iii) no prior history, pattern, or practice of sharing confidences among or between the Parties shall in any way affect or negate this Agreement; (iv) the Parties hereto acknowledge that this agreement does not constitute an agreement, arrangement, or understanding with respect to acting together for the purpose of acquiring, holding, voting, or disposing of any equity securities of the Company and the Parties do not constitute a "group" within the meaning of Rule 13d-5 under the Securities Exchange Act of 1934, as amended; and (v) none of the Restructuring Support Parties shall have any fiduciary duty, any duty of trust or confidence in any form, or other duties or responsibilities in any kind or form to each other, the Company or any of the Company's other lenders or stakeholders, including as a result of this Agreement or the transactions contemplated here.

20. **Remedies**. It is understood and agreed by the Parties that money damages may be an insufficient remedy for any breach of this Agreement by any Party and each non-breaching Party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy of any such breach of this Agreement, including an order of the Bankruptcy Court or other court of competent jurisdiction requiring any Party to comply promptly with any of its obligations hereunder, *provided* that specific performance shall not be an available remedy against the Company if the Company terminates this Agreement in accordance with, and subject to, Section 11(e) and Section 14 hereof. The Parties agree that such relief will be their only remedy against the applicable breaching Party or Parties with respect to any such breach, and that in no event will any Party be liable for monetary damages under or in connection with this Agreement.

21. **Governing Law & Jurisdiction**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to such state's choice of law provisions which would require the application of the law of any other jurisdiction, except where preempted by the Bankruptcy Code. By its execution and delivery of this Agreement, each Party irrevocably and unconditionally agrees for itself that any legal action, suit, or proceeding against it with respect to any matter arising under or arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit, or proceeding, may be brought in the United States District Court for the Southern District of New York, and by executing and delivering this Agreement, each of the

Parties irrevocably accepts and submits itself to the exclusive jurisdiction of such court, generally and unconditionally, with respect to any such action, suit or proceeding. Notwithstanding the foregoing consent to New York jurisdiction, if the Chapter 11 Cases are commenced, each Party agrees that the Bankruptcy Court shall have exclusive jurisdiction of all matters arising out of or in connection with this Agreement. By executing and delivering this Agreement, and upon commencement of the Chapter 11 Cases, each of the Parties irrevocably and unconditionally submits to the personal jurisdiction of the Bankruptcy Court solely for purposes of any action, suit, proceeding, or other contested matter arising out of or relating to this Agreement, or for recognition or enforcement of any judgment rendered or order entered in any such action, suit, proceeding, or other contested matter.

22. **Waiver of Right to Trial by Jury**. Each of the Parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort or otherwise, between any of the Parties arising out of, connected with, relating to, or incidental to the relationship established between any of them in connection with this Agreement. Instead, any disputes resolved in court shall be resolved in a bench trial without a jury.

23. **Successors and Assigns**. Except as otherwise provided in this Agreement, this Agreement is intended to bind and inure to the benefit of each of the Parties and each of their respective permitted successors, assigns, heirs, executors, administrators, and representatives.

24. **No Third-Party Beneficiaries**. Unless expressly stated herein, this Agreement shall be solely for the benefit of the Parties and no other person or entity shall be a third-party beneficiary of this Agreement.

25. **Notices**. All notices (including any notice of termination or breach) and other communications from any Party hereunder shall be in writing and shall be deemed to have been duly given if personally delivered by courier service, messenger, email, or facsimile to the other Parties at the applicable addresses below, or such other addresses as may be furnished hereafter by notice in writing. Any notice of termination or breach shall be delivered to all other Parties.

(a) If to the Company:

Murray Energy Corporation
46226 National Road
St. Clairsville, OH 43950
Attn: Mike McKown
Robert Moore
Email: mmckown@coalsource.com
rmoore@coalsource.com

With a copy to:

Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022
Attn: Nicole Greenblatt, P.C.
Alexander Nicas
Email: ngreenblatt@kirkland.com
alexander.nicas@kirkland.com

- and -

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attn: Ross M. Kwasteniet, P.C.
Joseph M. Graham
Tricia Schwallier
Email: ross.kwasteniet@kirkland.com
joe.graham@kirkland.com
tricia.schwallier@kirkland.com

(b) If to the Consenting Superpriority Lenders:

To each Consenting Superpriority Lender at the addresses or e-mail addresses set forth below the Consenting Superpriority Lender's signature page to this Agreement (or to the signature page to a Transferee Joinder as the case may be).

With a copy to:

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, New York 10017
Attn: Damian S. Schaible
Adam L. Shpeen
Daniel Rudewicz
Email: damian.schaible@davispolk.com
adam.shpeen@davispolk.com
daniel.rudewicz@davispolk.com

(c) If to the Consenting Equityholders:

To each Consenting Equityholder at the addresses or e-mail addresses set forth below the Consenting Equityholder's signature page to this

Agreement (or to the signature page to a Transferee Joinder as the case may be):

With a copy to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, New York 10019
Attn: Brian S. Lennon
Matthew A. Feldman
Email: blennon@willkie.com
mfeldman@willkie.com

26. **Entire Agreement**. This Agreement (including the Exhibits and Schedules) constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, among the Parties with respect to the subject matter of this Agreement.

27. **Amendments**. Except as otherwise provided herein, this Agreement (including the Term Sheets) may not be modified, amended, or supplemented without the prior written consent of the Company, the Required Consenting Superpriority Lenders, and, solely to the extent that such modification or amendment (a) amends or modifies Sections 6, 7, 10, 12, 13, or 16; and (b) has an adverse effect on the Consenting Equityholders, the Consenting Equityholders; *provided* that if any such Party is no longer a Party to this Agreement, such Party's consent will not be required for such modification, amendment, or supplement to this Agreement, *provided*, *however*, that any modification, amendment, or change to (a) the definition of Required Consenting Superpriority Lenders shall also require the written consent of each Consenting Superpriority Lender, (b) the definition of Required Consenting Equityholders shall also require the written consent of each Consenting Equityholder, (c) this Section 27 shall require the written consent of the Company, each Consenting Superpriority Lender, and the Consenting Equityholders except to the extent such change is to add a new consenting class of Claims as a Party to this Agreement (as amended, modified, or supplemented) by providing such class of Claims with consent rights or protections for the definitions of the required amount of holders in such a class, or (d) this Agreement that treats or affects any Consenting Superpriority Lender in a manner that is disproportionally adverse, on an economic or non-economic basis, to the treatment of their Superpriority Claims shall also require the written consent of such Consenting Superpriority Lender. Any waiver, change, modification or amendment to this Agreement and the Term Sheet that adversely affects the right of the DIP Commitment Parties as a class in their capacity as such shall require the consent of the Requisite DIP Commitment Parties, as applicable. Prior to any funding of the DIP Term Financing, (a) any change, modification, or amendment to Schedule 1 hereto that affects the right of any DIP Commitment Party shall require the consent of such DIP Commitment Party and (b) any change, modification, or amendment of the interest rate or fees set forth in the DIP Term Sheet shall require the consent of each DIP Commitment Party and, if such consent is withheld, the commitment of any DIP Commitment Party to provide its portion of the DIP Term Financing and the obligations under this Agreement as to such DIP Commitment Party may be terminated by such DIP Commitment Party.

28. **Reservation of Rights**. Subject to and except as expressly provided in this Agreement or in any amendment thereof agreed upon by the Parties pursuant to the terms hereof, nothing herein is intended to, or does, in any manner waive, limit, impair or restrict the ability of each of the Parties to protect and preserve its rights, remedies and interests, including its claims against any of the other Parties (or their respective affiliates or subsidiaries) or its full participation in the Chapter 11 Cases. Without limiting the foregoing sentence in any way, if the Restructuring Transactions are not consummated, or if this Agreement is terminated for any reason, nothing in this Agreement shall be construed as a waiver by any Party of any or all of such Party's rights, remedies, claims, and defenses, and the Parties expressly reserve any and all of their respective rights, remedies, claims, and defenses. This Agreement shall in no event be construed as, or be deemed to be, evidence of an admission or concession on the part of any Party of any claim or fault or liability or damages whatsoever. Each of the Parties denies any and all wrongdoing or liability of any kind and does not concede any infirmity in the claims or defenses which it has asserted or could assert. This Agreement is part of a proposed settlement of matters that could otherwise be the subject of litigation among the Parties hereto. Pursuant to Federal Rule of Evidence 408 and any applicable state rules of evidence, all negotiations relating to this Agreement shall not be admissible into evidence in any proceeding other than a proceeding to enforce the terms of this Agreement.

29. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which, when so executed, shall constitute the same instrument, and the counterparts may be delivered by facsimile transmission or by electronic mail in portable document format (.pdf).

30. **Disclosures**. The Company shall submit drafts to the AHG Advisors of any press releases and public documents that constitute the disclosure of the existence or terms of this Agreement or any amendment to the terms of this agreement at least 1 calendar day or as soon as reasonably practicable prior to making any such disclosure, and the Company shall consult with the AHG Advisors in good faith regarding the form and substance of such disclosure(s). This Agreement, as well as its terms, its existence, and the existence of the negotiation of its terms are expressly subject to any existing confidentiality agreements executed by and among any of the Parties as of the date hereof (including any confidentiality provisions set forth in the Superpriority Loan Documents); *provided*, *however*, that (a) after the Petition Date the Parties may disclose the existence of, or the terms of, this Agreement or any other term of the transaction contemplated herein without the express written consent of the other Parties and (b) no Party or its advisors shall disclose to any person or entity (including, for the avoidance of doubt, any other Consenting Superpriority Lender), other than the Company Advisors, the amount or percentage of any Claims, DIP Backstop Commitment, DIP Commitment, or other interests held by any Consenting Superpriority Lender without such Consenting Superpriority Lender's prior written consent, *provided* that the Company may aggregate the confidential claims information provided to the Company by the Consenting Superpriority Lenders and disclose such combined data on an aggregate basis.

31. **Headings**. The section headings of this Agreement are for convenience of reference only and shall not, for any purpose, be deemed a part of this Agreement.

32. **Interpretation**. This Agreement is the product of negotiations among the Parties, and the enforcement or interpretation hereof, is to be interpreted in a neutral manner, and any

presumption with regard to interpretation for or against any Party by reason of that Party having drafted or caused to be drafted this Agreement or any portion hereof, shall not be effective in regard to the interpretation hereof.

33. **Computation of Time**. Rule 9006(a) of the Federal Rules of Bankruptcy Procedure applies in computing any period of time prescribed or allowed herein only to the extent such period of time governs a Milestone pertaining to the entry of an order by the Bankruptcy Court in the Chapter 11 Cases.

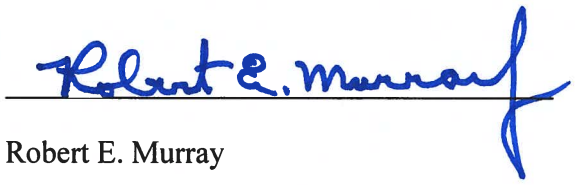
[*Signatures and exhibits follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first written above.

MURRAY ENERGY CORPORATION

By: _____
Name: Robert D. Moore
Title: President, CEO, COO, CFO

CONSENTING EQUITYHOLDER

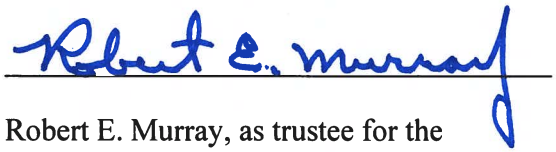


Robert E. Murray

Notice Address:

c/o Murray Energy Corporation
46226 National Road
St. Clairsville, Ohio 43950

CONSENTING EQUITYHOLDER

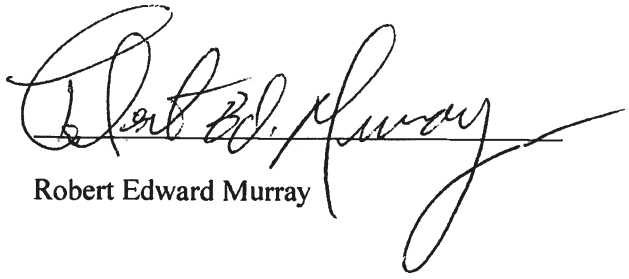


Robert E. Murray, as trustee for the
Robert E. Murray Trust

Notice Address:

c/o Murray Energy Corporation
46226 National Road
St. Clairsville, Ohio 43950

CONSENTING EQUITYHOLDER

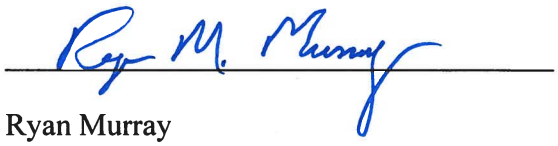


Robert Edward Murray

Notice Address:

c/o Murray Energy Corporation
46226 National Road
St. Clairsville, Ohio 43950

CONSENTING EQUITYHOLDER



Ryan Murray

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Exhibit A to the Amended and Restated Restructuring Support Agreement

Restructuring Term Sheet

RESTRUCTURING TERM SHEET

This plan term sheet (including all exhibits and schedules hereto, the "***Term Sheet***") sets forth the indicative terms of a proposed restructuring (the "***Restructuring***") of the Company[1] to be implemented through a purchase of the Company by a new entity ("***Murray NewCo***")[2] to be formed at the direction of certain holders of the Superpriority Term Loan through a chapter 11 plan (the "***Plan***"). This Term Sheet does not purport to set forth all the terms and conditions of the Restructuring, which will be set forth in the Plan and the Definitive Documents in accordance with the Restructuring Support Agreement, dated October 28, 2019, between the Company, the Consenting Equityholders, and the Consenting Superpriority Lenders (each as defined in the RSA, as defined herein), and other persons that become party thereto from time to time in accordance with the terms therein (the "***RSA***"). Terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the RSA.

THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER WITH RESPECT TO ANY SECURITIES OF THE COMPANY. NOTHING IN THIS TERM SHEET SHALL BE DEEMED TO BE THE SOLICITATION OF AN ACCEPTANCE OR REJECTION OF A CHAPTER 11 PLAN. ANY SUCH OFFER OR SOLICITATION SHALL COMPLY WITH ALL APPLICABLE SECURITIES LAWS AND/OR PROVISIONS OF THE BANKRUPTCY CODE.

THIS TERM SHEET HAS BEEN PRODUCED FOR DISCUSSION AND SETTLEMENT PURPOSES ONLY AND IS SUBJECT TO THE PROVISIONS OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND OTHER SIMILAR APPLICABLE STATE AND FEDERAL RULES PROTECTING THE USE OR DISCLOSURE OF CONFIDENTIAL SETTLEMENT DISCUSSIONS. NOTHING HEREIN SHALL BE DEEMED TO BE AN ADMISSION OF FACT OR LIABILITY BY ANY PARTY.

Restructuring Overview	
Chapter 11 Cases; Plan & Sale Milestones	The Company will commence cases (the "***Chapter 11 Cases***") for each of the Company entities under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "***Bankruptcy Code***"), in the United States Bankruptcy Court for the Southern District of Ohio (the "***Bankruptcy Court***") on or before 11:59 p.m. New York City time on October 29, 2019 (the date of such filing, the "***Petition Date***"). Following the Petition Date, the Company will pursue confirmation of the Plan and simultaneously market all or substantially all of the assets of the Company in compliance with the terms set forth herein and with the milestones set forth in the RSA and the DIP term sheet attached as **Exhibit 2**

[1] "***Company***" means, collectively, Murray Energy Holdings Company ("***Holdings***"), Murray Energy Corporation, and each of their direct and indirect subsidiaries, other than Foresight Energy GP LLC, Foresight Energy LP and its direct and indirect subsidiaries, Murray Metallurgical Coal Holdings, LLC and its direct and indirect subsidiaries, Murray Colombian Resources, LLC and its domestic direct and indirect subsidiaries, and Javelin Global Commodities Holdings LLP.

[2] It is expected that Murray Newco shall bear the Murray name in a manner acceptable to the Requisite Consenting Superpriority Lenders, in consultation with the Consenting Equityholders.

	to the RSA (the "***DIP Term Sheet***").
Plan Sale to Murray NewCo; Subject to Overbid Process	The Plan will provide for the sale of the Purchased Assets (as defined herein) to Murray NewCo, a special purpose vehicle to be formed at the direction of certain of the Consenting Superpriority Lenders (which shall be a corporation, limited liability company or such other corporate form acceptable to the Requisite Consenting Superpriority Lenders), pursuant to sections 105, 363, and/or 1123 of the Bankruptcy Code. On or before the deadline to file the motion (the "***Bidding Procedures Motion***") seeking approval of the bidding procedures for the Sale Process (as defined herein)), the Requisite Consenting Superpriority Lenders will provide the Company with a term sheet that includes a credit bid of some or all of the Superpriority Claims (as defined herein) for substantially all of the Company's core operating assets, including all assets and equity interests related to mining operations, other than any assets identified for exclusion by the Requisite Consenting Superpriority Lenders, in their sole discretion, in due diligence prior to execution of a definitive purchase agreement (collectively, the "***Purchased Assets***"), which definitive purchase agreement (the "***Credit Bid***") must be agreed to before the hearing to consider approval of the Bidding Procedures Motion and shall provide the purchaser the ability to exclude any assets from the Purchased Assets at any time prior to the bid deadline (as it may be extended from time to time) established in any order approving the Bidding Procedures Motion. The Credit Bid will be subject to an overbid process pursuant to bidding procedures approved by the Bankruptcy Court in the Chapter 11 Cases, which bidding procedures will be reasonably acceptable to the Company and the Requisite Consenting Superpriority Lenders (the "***Sale Process***"). The closing of the sale of the Purchased Assets to Murray NewCo or any other successful bidder will occur on or prior to the Plan Effective Date.
DIP Facilities	The Company will fund the Chapter 11 Cases with (i) cash on hand, and (ii) a new money debtor in possession term loan facility (the "***DIP Term Facility***") in an amount of up to $350 million to be funded by the members of the Ad Hoc Group of Superpriority Lenders and other Superpriority Lenders that choose to participate in the DIP Term Facility (the "***DIP Term Lenders***"), all on terms set forth in the DIP Term Sheet, which DIP Term Facility will be documented in a new credit agreement (the "***DIP Credit Agreement***"). Upon entry of an interim order approving the DIP Credit Agreement, (a) the Prepetition FILO Claims (as defined herein) will convert into a new debtor in possession first in, last out facility under the terms of the DIP Credit Agreement (the "***DIP FILO Facility***," and together with the DIP Term Facility, the "***DIP Facility***") and (b) the Prepetition ABL Claims (as defined herein) will be repaid in full in cash with the cash proceeds of the DIP Term Facility. The approved budget for the DIP Facility will provide for up to $162.5 million in funding for payment of certain prepetition claims to providers of goods and services necessary to the Company's ongoing

	operations and mine safety who agree to postpetition terms acceptable to the Company and the Requisite Consenting Superpriority Lenders.
Secured Debt to be Restructured:	The Company's secured debt to be restructured pursuant to the Plan includes: • **Prepetition ABL Facility**. Approximately $60,743,542.00 in obligations (which amount does not include accrued and unpaid interest and allowed prepayment fees and expenses, the "***Prepetition ABL Claims***") outstanding under that certain Amended and Restated Revolving Credit Agreement, originally dated as of December 5, 2013, as amended and restated as of June 29, 2018 (as amended, restated, modified, or supplemented from time to time prior to the date hereof, the "***Prepetition ABL Facility***") among Holdings, Murray Energy Corporation, as Borrower, the guarantors from time to time party thereto, the various lenders from time to time party thereto, and Goldman Sachs USA; • **Prepetition ABL FILO Facility**. $90,000,000 in first in, last out obligations (which amount includes any accrued and unpaid interest and allowed prepayment fees and expenses, the "***Prepetition FILO Claims***") outstanding under the Prepetition ABL Facility; • **Superpriority Term Loan**. $1,726,555,184 in obligations (which amount includes any accrued and unpaid interest through the Petition Date, the "***Superpriority Claims***") outstanding under that certain Superpriority Credit and Guaranty Agreement, dated as of June 29, 2018 (as amended, restated, modified, or supplemented from time to time prior to the date hereof), among Holdings, Murray Energy Corporation, as Borrower, the guarantors from time to time party thereto, the various lenders from time to time party thereto (the "***Superpriority Lenders***"), and GLAS Trust Company LLC, as administrative agent; • **Term Loan**. $51,094,229 in obligations (which amount includes any accrued and unpaid interest through the Petition Date, the "***Term Loan Claims***") outstanding under that certain Credit and Guaranty Agreement, dated as of April 16, 2015 (as amended, restated, modified, or supplemented from time to time prior to the date hereof), among Holdings, Murray Energy Corporation, as Borrower, the guarantors from time to time party thereto, the various lenders from time to time party thereto (the "***Term Loan Lenders***") and Black Diamond Commercial Finance, L.L.C., as successor administrative agent to GLAS Trust Company LLC and Deutsche Bank AG New York Branch; • **1.5L Notes**. $490,121,115 in obligations (which amount includes any accrued and unpaid interest, the "***1.5L Notes Claims***") of 12.00% Senior Secured Notes pursuant to that certain Indenture, dated June 29, 2018, by and among Murray Energy Corporation, as Issuer, the guarantors from time to time party thereto, The Bank of New York Mellon Trust

	Company, N.A., as Indenture Trustee, and U.S. Bank National Association, as Collateral Trustee (as amended, restated, modified, or supplemented from time to time prior to the date hereof, the "***1.5L Notes***"); • **Stub 2L Notes**. $1,916,000 in obligations (which amount includes any accrued and unpaid interest, the "***Stub 2L Notes Claims***") of 9.5% Senior Secured Notes pursuant to that certain Indenture, dated May 8, 2014, by and among Murray Energy Corporation, as Issuer, the guarantors from time to time party thereto, The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee, and U.S. Bank National Association, as Collateral Trustee (as amended, restated, modified or supplemented from time to time prior to the date hereof, the "***Stub 2L Notes***"); and • **2L Notes**. $298,764,642 in obligations (which amount includes any accrued and unpaid interest, and together with the Stub 2L Notes Claims, the "***2L Notes Claims***") of 11.25% Senior Secured Notes pursuant to that certain Indenture, dated April 16, 2015, by and among Murray Energy Corporation, as Issuer, the guarantors from time to time party thereto, The Bank of New York Mellon Trust Company, N.A., as Indenture Trustee, and U.S. Bank National Association, as Collateral Trustee (as amended, restated, modified or supplemented from time to time prior to the date hereof, and together with the Stub 2L Notes, the "***2L Notes***").
Wind-Down Trust	The Plan will provide for the funding of a wind-down trust (the "***Wind-Down Trust***"), the budget for which shall be addressed in the Credit Bid in a manner acceptable to the Requisite Consenting Superpriority Lenders and the Company. The Wind-Down Trust will have assets to be agreed upon by the Company and the Requisite Consenting Superpriority Lenders (the "***Wind-Down Trust Assets***"). The Company, with the prior consent of the Requisite Consenting Superpriority Lenders (not to be unreasonably withheld, conditioned, or delayed), will select a plan administrator who will oversee the Wind-Down Trust.
Certain Employee Matters During Chapter 11 Cases	Except as otherwise set forth herein, and subject to Bankruptcy Court approval, the Company will continue its ordinary course employee compensation and benefits programs according to existing terms and practices, and any motions in the Bankruptcy Court for approval of such programs shall be reasonably acceptable to the Company and the Required Consenting Superpriority Lenders. Upon and subject to any applicable Bankruptcy Court approval and the order approving the DIP Facility, the Company shall implement (a) a retention plan for certain non-insider employees and (b) an incentive plan for certain insider employees (the "***Key Employee Retention Plan***" and the "***Key Employee Incentive Plan***"), in amounts, allocations, and subject to terms, conditions, documentation and the development of metrics reasonably acceptable to the Company and the Required Consenting Superpriority Lenders. The approved budget for the DIP Facility will contemplate funding

	for the Key Employee Retention Plan and the Key Employee Incentive Plan. As of the Petition Date, Mr. Robert D. Moore shall be appointed President and Chief Executive Officer of Murray Energy Holding Company and Murray Energy Corporation, with requisite authority to monitor the operations and finances of the Company to ensure compliance with the provisions of the DIP Credit Agreement, including the budget and cash flow forecast thereunder.
Treatment of Claims and Interests	
DIP Term Loan Claims	On the Plan Effective Date, in full and final satisfaction and settlement and in exchange of such claims, the claims under the DIP Term Facility will either be, at the election of each DIP Lender, (i) paid in full in cash, (ii) converted into a new term loan facility or such other debt securities issued at Murray NewCo in form and on terms acceptable to the Requisite Consenting Superpriority Lenders (the "***Take-Back Debt***"), subject to agreement on Maximum Leverage (as defined herein), or (iii) such other treatment acceptable to such DIP Lender.
DIP FILO Claims	On the Plan Effective Date, in full and final satisfaction and settlement and in exchange of such claims, the claims under the DIP FILO Facility will either be (i) paid in full in cash or (ii) treated in such other manner acceptable to the DIP FILO lenders.
Administrative Claims **Priority Tax Claims** **Other Priority Claims** **Secured Tax Claims** **Other Secured Claims**	The Plan will provide that administrative claims, priority tax claims, other priority claims, secured tax claims, and other secured claims (each as such claims are defined in a manner reasonably acceptable to the Required Consenting Superpriority Lenders) (collectively, the "***Required Plan Payments***") shall be paid in full in cash or receive such other treatment that renders such claims unimpaired under the Bankruptcy Code. To the extent not paid on the Plan Effective Date, the Required Plan Payments will be paid from the Wind-Down Trust Assets.
Superpriority Claims	On the Plan Effective Date, in full and final satisfaction and settlement and in exchange of such claims, each holder of an allowed Superpriority Claim will receive either: • if Murray NewCo is the winning bidder, its pro rata share of (i) 100% equity interests in Murray NewCo, subject to dilution for the MIP, (ii) subject to compliance with the Maximum Leverage, an amount of the Takeback Debt to be determined by the Requisite Consenting Superpriority Lenders, (iii) to the extent of any remaining secured portion of the Superpriority Claims, all proceeds of the Company's assets that are not Purchased Assets and that constitute collateral of the holders of the Superpriority Claims, and (iv) to the extent of any general unsecured deficiency claim, the distribution to allowed General Unsecured Claims (as defined herein) under the Plan; or

	• if another purchaser is the winning bidder, either (i) payment in full in cash or (ii) an amount of cash acceptable to Required Consenting Superpriority Lenders.
Term Loan Claims, 1.5L Notes Claims, 2L Notes Claims, and General Unsecured Claims[3]	On the Effective Date, in full and final satisfaction and settlement and in exchange of such claims, each holder of an allowed Term Loan Claim, 1.5L Notes Claim, 2L Notes Claim, and General Unsecured Claim will receive its pro rata share of a distribution to which it is legally entitled under the Bankruptcy Code, if any, after payment in full in cash (or satisfaction by such other consideration contemplated under this term sheet) of the DIP Claims and Superpriority Claims, and the Required Plan Payments.
Ongoing Trade Partner Claims[4]	On the Plan Effective Date, in full and final satisfaction and settlement and in exchange of such claims, each holder of an allowed Ongoing Trade Partner Claim will receive, to the extent not already paid pursuant to "first day" relief in the Chapter 11 Cases, payment in full in accordance with the terms of a trade agreement acceptable to the Company and the Requisite Consenting Superpriority Lenders. No Claim may be designated an Ongoing Trade Partner Claims by the Company without the prior consent of the Requisite Consenting Superpriority Lenders (or such other winning bidder) in consultation with the Company.
Murray Metallurgical Coal Properties, LLC Note	Note issued to Robert E. Murray Trust from Murray Metallurgical Coal Properties, LLC will be provided with similar treatment under the Plan as all similarly situated claims against Murray Metallurgical Coal Properties, LLC.
<u>Murray NewCo</u>	
Murray NewCo's Capital Structure	Murray NewCo will be capitalized as determined by the Requisite Consenting Superpriority Lenders (in consultation with the Company); *provided* that the Requisite Consenting Superpriority Lenders shall agree to a total maximum leverage for Murray NewCo ("***Maximum Leverage***") prior

[3] "***General Unsecured Claims***" means any unsecured claim arising against any Company entity (but excluding the Superpriority Claims, the Term Loan Claims, the 1.5L Notes Claims, the 2L Notes Claims, claims arising under Murray Promissory Notes (as defined herein), or any related deficiency claims, or Ongoing Trade Partner Claims (as defined herein)) that is not otherwise entitled to administrative expense or priority treatment under the Bankruptcy Code, including claims, if any, arising from the rejection of any contracts (including the termination of any CBAs (as defined herein)), the withdrawal from any multiemployer pension funds, or the termination of any retiree benefits or other retirement obligations.

[4] "***Ongoing Trade Partner Claims***" means any unsecured claim against any Company entity that arises solely on account of the receipt of goods or services by the Company prior to the commencement of the Chapter 11 Cases where the holder of such claim will have an ongoing go-forward business relationship with Murray NewCo (or such other winning bidder, as applicable) and its subsidiaries after the Effective Date, as determined by the Requisite Consenting Superpriority Lenders (or such other winning bidder) in consultation with the Company.

	to the consummation of the transaction contemplated by the Credit Bid.
Murray NewCo Management	The Credit Bid will provide for the identification of and certain proposed terms of employment for certain executive employees, which terms shall be acceptable to such executive and the Required Consenting Superpriority Lenders, in consultation with the Consenting Equityholders and the Company. The Chief Executive Officer of Murray NewCo will be Robert D. Moore, subject to his employment agreement being assumed and assigned to Murray NewCo, as amended on terms and conditions acceptable to Mr. Moore and the Required Consenting Superpriority Lenders.
Murray NewCo MIP	On the Plan Effective Date, Murray NewCo will reserve exclusively for participating employees (such reserve, the "***MIP***") a pool of shares of common stock or limited liability company interests of Murray NewCo representing no less than an amount of Murray NewCo's equity interests to be set forth in the Plan Supplement, in the form of options, appreciation rights, profit interests, or similar securities, as applicable, determined on a fully diluted and fully distributed basis (i.e., assuming conversion of all outstanding convertible securities and full distribution of the MIP and all securities contemplated by the Plan), as determined by the New Board. The terms and conditions for initial awards to Mr. Robert D. Moore shall be set forth in the Plan Supplement.
Murray NewCo Governance	The Board of Directors of Murray NewCo (the "***New Board***") shall consist of an odd number of directors, which shall be comprised of: • the Chairman of the New Board, who will be Mr. Robert E. Murray; • the Chief Executive Officer and President who shall be Robert D. Moore on the Effective Date; and • the remaining directors with industry and financial experience and expertise selected by the Requisite Consenting Superpriority Lenders in reasonable consultation with Mr. Robert E. Murray and Robert D. Moore. Murray NewCo's and any of its subsidiaries' organizational documents (including any bylaws, certificates of incorporation or formation, charters, limited liability company agreements, other organizational or formation documents, or board resolutions) will be consistent with this Term Sheet and otherwise acceptable to the Requisite Consenting Superpriority Lenders; *provided* that the corporate organizational documents for Murray NewCo shall contain provisions for a limited right of first offer in favor of Mr. Robert. E. Murray, in form and substance acceptable to Mr. Robert E. Murray and the Requisite Consenting Superpriority Lenders.
Mr. Robert E. Murray and Family	On the Plan Effective Date, Mr. Robert E. Murray shall be the Chairman of the New Board with responsibilities to be determined by the New Board.

	As part of his compensation for services as Chairman of the New Board, Mr. Robert E. Murray shall receive equity in Murray NewCo in an amount to be determined by the New Board and shall continue to receive the same health benefits he currently receives from the Company. Mr. Robert E. Murray's compensation for his services as Chairman of the New Board shall be market-based (consistent with Mr. Robert E. Murray's duties and responsibilities as Chairman of the New Board) and determined by the New Board. Mr. Robert E. Murray's compensation for services as Chairman of the New Board, including the amount of equity in Murray NewCo he shall receive as part of such compensation, shall be determined by the New Board as soon as reasonably practicable after the Plan Effective Date. Ryan Murray, Robert Murray, and Jonathan Murray shall be employed by Murray Newco upon consummation of the transaction contemplated by the Credit Bid, subject to new employment agreements acceptable to the New Board.
Director and Officer Liability Policy	The Credit Bid will provide that Murray NewCo shall obtain and maintain sufficient liability insurance policy coverage for the benefit of Murray NewCo's directors, members, managers, officers, and employees on terms determined by the New Board.
Exemption from SEC Registration	The issuance of all Murray NewCo securities will be exempt from registration with the U.S. Securities and Exchange Commission (the "SEC") under section 1145 of the Bankruptcy Code. To the extent section 1145 is unavailable, such securities shall be exempt from SEC registration as a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended, and/or the safe harbor of Regulation D promulgated thereunder, or such other exemption as may be available from any applicable registration requirements.
Assignments to Murray NewCo	
Executory Contracts and Unexpired Leases	The Credit Bid will include the assumption and assignment to Murray NewCo of all executory contracts and unexpired leases that are necessary to operate the Purchased Assets, as determined by the Requisite Consenting Superpriority Lenders in consultation with the Company, and such other executory contracts and unexpired leases to be agreed upon by the Requisite Consenting Superpriority Lenders and the Company.
Environmental Obligations	The Credit Bid will provide that Murray NewCo will assume all economic and non-economic environmental obligations related to the Purchased Assets, including continuation of the Company's surety bonding program, subject to satisfactory legal, market, and other due diligence.
Collective Bargaining Agreements	The Company must obtain the consent of the Required Consenting Superpriority Lenders before assuming, renewing, or extending the term of any Collective Bargaining Agreement ("***CBA***"). To the extent the Company fails to reach an agreement with applicable authorized

	representatives of their employees and retirees regarding modifications to any of the Company's CBAs and retiree benefits that is acceptable to the Required Consenting Superpriority Lenders, the Company must file the 1113/1114 Motion in accordance with the terms of the RSA and DIP Term Sheet. Murray NewCo will not accept or assume any existing CBAs between the Company and its employees, and will not be bound by or accept the terms of any such existing CBAs.
Avoidance Actions	All of the Company's rights to commence and pursue any and all claims and causes of action, including without limitation, any claims and causes of action arising under the sections 544, 545, 547, 548, and 550 of the Bankruptcy Code and other litigation shall be assigned to Murray NewCo (or such other winning bidder), except to the extent waived or released by the Company in a manner acceptable to the Requisite Consenting Superpriority Lenders.
Foresight Agreements	The Credit Bid will provide for the option, which may be exercised by Requisite Consenting Superpriority Lenders, to direct the assumption by the Company and assignment to Murray NewCo of (i) that certain Third Amended and Restated Management Services Agreement, dated as of March 28, 2017, by and among Murray American Coal, Inc. and Foresight Energy GP LLC, and (ii) that certain Fourth Amended and Restated Limited Liability Company Agreement of Foresight Energy GP LLC (collectively, the "***Foresight Agreements***").[5] The Company will use commercially reasonable efforts to obtain "first day" relief from the bankruptcy court in the Chapter 11 Cases to continue to honor all prepetition and postpetition obligations arising under the Foresight Agreements in the ordinary course of business. The Company further agrees (i) to negotiate in good faith with the Consenting Superpriority Term Lenders regarding any restructuring related to Foresight and (ii) not to support any restructuring, renegotiation, or disposition of any of its Foresight interests without the prior consent of the Requisite Consenting Superpriority Lenders.
<u>Miscellaneous</u>	
Conditions Precedent to Plan Effective Date	The occurrence of the Plan Effective Date shall be subject to conditions precedent that are acceptable to the Requisite Consenting Superpriority Lenders and the Company, including, without limitation: • the occurrence of the closing of the sale of the Purchased Assets;

[5] The Credit Bid may also provide for the transfer of equity ownership of Murray American Coal, Inc., to Murray NewCo.

	• the RSA shall not have been terminated and shall remain in full force and effect; • the employment agreement for Mr. Robert D. Moore must be agreed to and assumed and assigned to Murray NewCo; • the orders approving the disclosure statement for the Plan and the Plan shall have been entered and such orders shall not have been stayed, modified, or vacated on appeal; • establishment of a professional fee escrow account reasonably satisfactory to the Requisite Consenting Superpriority Lenders funded in the amount of estimated accrued but unpaid professional fees incurred by the legal counsel and other advisors to the Company and any statutory committees during the Chapter 11 Cases; • all schedules, documents, supplements, and exhibits to the Plan shall be, in form and substance, in accordance with the terms of the RSA and acceptable to the Company and subject to the consent rights set forth in the RSA; and • any and all requisite governmental, regulatory, and third-party approvals and consents shall have been obtained.
Release, Exculpation, and Injunction	The Plan will include release, exculpation, and injunction provisions in form and substance acceptable to the Requisite Consenting Superpriority Lenders and the Company.
Tax Structure	The Restructuring contemplated by this Term Sheet will be structured in a tax efficient manner as agreed on by the Company and the Requisite Consenting Superpriority Lenders.
Documentation	The parties shall negotiate the definitive documents necessary to complete the Restructuring in good faith. Any and all documentation necessary to effectuate the Restructuring, including the definitive documents, shall be in form and substance consistent with this Term Sheet and the RSA.
Reservation of Rights	Nothing herein is an admission of any kind. If the Restructuring is not consummated for any reason, all parties reserve any and all of their respective rights.

* * * * *

Exhibit B to the Amended and Restated Restructuring Support Agreement

DIP Term Sheet

DIP Term Loan Term Sheet[1]

Term	Proposal
Borrower	Murray Energy Corporation (the "Borrower")
Guarantors	Murray Energy Holdings Company ("Holdings") All other direct and indirect domestic subsidiaries of the Borrower that are guarantors under the prepetition Superpriority Credit and Guaranty Agreement (the "Superpriority Credit Agreement"), each as a debtor and debtor-in-possession, and each other existing and future domestic direct or indirect subsidiary of the Borrower (including, for the avoidance of doubt, Murray Metallurgical Coal Properties, LLC and Murray Metallurgical Coal Properties II, LLC (each, a "Mission Holdco")) other than (i) Foresight GP, Foresight LP and their respective subsidiaries and (ii) the subsidiaries of any Mission Holdco (collectively, the "Guarantors" and, together with the Borrower, the "Debtors")
DIP Lenders	To include participating lenders under the Superpriority Credit Agreement (the "DIP Lenders"). Each Prepetition Superpriority Lender will be given the opportunity to provide a ratable portion of the DIP Term Facility offered in syndication.
Backstop Parties	Certain lenders under the Superpriority Credit Agreement that will backstop the full amount of the DIP Term Facility (the "Backstop Parties").
Commitment Amount	$350,000,000.00 To be provided by the DIP Lenders and fully backstopped by the Backstop Parties
Facility Structure	Term Loan with $200,000,000.00 funded upon entry of the Interim DIP Term Order and an additional $150,000,000.00 funded in one draw upon entry of the Final DIP order (the "DIP Term Facility"). Funding of the DIP Term Facility to be structured such that DIP Term Facility proceeds shall not constitute ABL collateral or additional ABL collateral, including by means of segregation of DIP Term Facility proceeds.
Maturity	Earliest of (a) the date that is nine (9) months following the Petition Date, (b) the effective date of the Acceptable Plan of Reorganization or any other Reorganization Plan, (c) the consummation of a sale or other disposition of all or substantially all assets of the Debtors under section 363 of the Bankruptcy Code, and (d) the date of acceleration or termination of the DIP Term Facility in accordance with its terms
Interest Rate	LIBOR + 11.00% cash interest paid monthly
Fees	Put Premium: 5.00%, paid in cash upon entry of the Interim DIP Term Order

[1] Capitalized terms used herein but not defined herein are used as defined in the Restructuring Support Agreement.

Term	Proposal
	Upfront Fee: 3.00%, paid in cash upon entry of the Interim DIP Term Order Exit Fee: 1.00%, paid in cash upon repayment of the DIP Term Facility Agent Fee: $75,000
Existing ABL/FILO Facility Treatment	Certain outstanding amounts under the Prepetition ABL Loan Documents to be refinanced by a portion of the DIP Term Facilty proceeds (the "DIP ABL Refinancing Portion"). A portion of the DIP Term Facility equal to $65 million (the "Senior ABL Lien Amount") shall be senior to the DIP FILO Facility with respect to the ABL collateral and proceeds therefrom.
Adequate Protection for the Superpriority Lenders	• Adequate protection liens on all Collateral (including avoidance action proceeds, subject to entry of a final order) • Adequate protection 507(b) superpriority claim • Waiver of marshalling, section 506(c) and section 552(b) equity of the cases exception • Current cash payment of professional fees and expenses • Immediate pay down upon receipt of proceeds of the sale of Collateral (subject to prior repayment in full of the DIP Term Facilty) • All information and reporting rights set forth in the DIP Term Facility • All milestones set forth in the DIP Term Facility • All financial covenants in the DIP Term Facility • Debtors must not file a Plan of Reorganization that does not satisfy in cash or such other consideration acceptable to the Superpriority Lenders all claims on account of the Superpriority Claims
Collateral	Substantially all assets and property of the Borrower and the Guarantors, including: (i) a first priority priming security interest in the existing fixed asset collateral and additional fixed asset collateral securing the prepetition Superpriority Term Loans, (ii) a first priority security interest in unencumbered assets of the Borrower and the Guarantors (including avoidance action proceeds, subject to entry of a final order), subject to certain limitations to be agreed (iii) a security interest in the existing ABL collateral and additional ABL collateral securing the prepetition Revolving Credit Agreement, junior to ABL FILO Loan other than the Senior ABL Lien Amount
Use of Proceeds and Budgets	The use of proceeds of the DIP Term Facility shall be subject to budgets agreed upon between the Debtors and the DIP Term Lenders, including the DIP ABL Refinancing Portion to refinance certain prepetition ABL obligations
Mandatory Prepayments	Usual and customary for DIP facilities, including, without limitation, 100% of net cash proceeds of (i) debt issuances (other than debt permitted to be incurred under the terms of the DIP Term Facility) and (ii) non-ordinary course asset sales or dispositions, including casualty and condemnation events, in excess of $500,000 in the aggregate (with no individual asset sale or disposition in excess of $250,000).

Term	Proposal
Ratings	The Borrower shall use commercially reasonable efforts to obtain and maintain facility ratings for the DIP Term Facility from Moody's and Standard & Poor's within 30 days of the closing date
Financial Covenants	The use of cash and proceeds from the DIP Term Facility will be subject to the above-referenced budgets with variance covenants tested on a bi-weekly basis, with receipts not to fall below 90% (or with respect to the first two weeks of any covenant testing period, 85%) of projections and disbursements (excluding professional fees) not to exceed 110% (or with respect to the first two weeks of any covenant testing period, 115%) of projections. Budget to be updated every four weeks. Minimum liquidity covenant in an amount of $50 million. Minimum EBITDA covenant tested monthly on a cumulative basis versus forecasted EBITDA with a cushion to be agreed commencing on the third full calendar month after the Petition Date
Reporting	Monthly financial reporting, which shall be satisfied by the Debtors' monthly operating reports. Additional monthly financial reporting to the financial advisor to the DIP Lenders of mine-by-mine level operational performance information in form and substance acceptable to such financial advisor. Critical vendor report on a weekly basis to the financial advisor to the DIP Lenders. Bi-weekly call with lenders and once weekly call with financial advisors to discuss cash flows and operations.
Negative Covenants	Consistent with the Superpriority Credit Agreement subject to (i) modifications to be agreed between the Borrower and the DIP Lenders, (ii) modifications to remove references and provisions related to certain "Specified Guarantor Subsidiaries" and "Specified Restricted Subsidiaries" with the treatment of such entities being generally the same as the treatement of other Guarantors and restricted subsidiaries (except with respect to dispositions of assets to such entities and investments in such entities, which will be restricted in a manner to be agreed) and (iii) and other modifications usual and customary for financings of this type and acceptable to the DIP Lenders.
Milestones	Petition Date + 1 calendar day: Deadline to file motion seeking relief of the Interim DIP Term Order Petition Date + 5 calendar days: Deadline for entry of Interim DIP Term Order Petition Date + 35 calendar days: Deadline to file (x) Plan, Disclosure Statement, and Disclosure Statement Motion or (y) a Bidding Procedures Motion that contemplates the sale of all or substantially all of the assets of the Debtors, which sale shall be backstopped by a bid from the Superpriority Lenders (which bid may be in the form of a plan of reorganization) that contemplates, among other things, cash payment of administrative expenses and wind-down costs set forth in a wind down budget acceptable to the Superpriority Lenders in their sole discretion Petition Date + 35 calendar days: Deadline to file KEIP Motion Petition Date + 40 calendar days: Deadline for the Borrower to make proposal for collective bargaining agreement and retiree benefit modifications Petition Date + 45 calendar days: Deadline for entry of Final DIP Term Order Subject to entry of a Final DIP Term Order approving such relief:

Term	Proposal
	Petition Date + 106 calendar days: Deadline to reach agreement on collective bargaining agreement and retiree benefit modifications or to file 1113/1114 Motion Petition Date + 70 calendar days: Deadline for entry of Bidding Procedures Order (if a Bidding Procedures Motion is filed) Petition Date + 125 calendar days: Bid Deadline (if a Bidding Procedures Motion is filed) Petition Date + 135 calendar days: Auction (if a Bidding Procedures Motion is filed) Petition Date + 140 calendar days: Deadline for entry of a Sale Order (if a Bidding Procedures Motion is filed) Sale Order Entry Date + 14 calendar days: Deadline for closing of a sale transaction (if a Bidding Procedures Motion is filed) Petition Date + 150 calendar days: Deadline for entry of 1113/1114 Approval Order Petition Date + 150 calendar days: Deadline for entry of Disclosure Statement Approval Order Petition Date + 195 calendar days: Deadline for entry of Confirmation Order Petition Date + 210 calendar days: Deadline for effective date of Plan

DIP FILO Term Sheet[1]

Term	Proposal
Borrower	Murray Energy Corporation (the "Borrower")
Guarantors	Murray Energy Holdings Company ("Holdings") With respect to the DIP FILO Loans (as defined below), all direct and indirect domestic subsidiaries of the Borrower that are guarantors under the prepetition Amended and Restated Revolving Credit Agreement (the "ABL Credit Agreement"), each as a debtor and debtor-in-possession (the "DIP FILO Guarantors") With respect to the DIP Term Loans (as defined below), all direct and indirect domestic subsidiaries of the Borrower that are guarantors under the prepetition Superpriority Credit and Guaranty Agreement (the "Superpriority Credit Agreement"), each as a debtor and debtor-in-possession, and each other existing and future domestic direct or indirect subsidiary of the Borrower (including, for the avoidance of doubt, Murray Metallurgical Coal Properties, LLC and Murray Metallurgical Coal Properties II, LLC (each, a "Mission Holdco") and, excluding, (i) Foresight GP, Foresight LP and their respective subsidiaries and (ii) the subsidiaries of any Mission Holdco) (collectively, the "DIP Term Guarantors" and, together with the Borrower and the DIP FILO Guarantors, the "Debtors")
Facility Size	$350,000,000.00 of new money term loans (the "DIP Term Loans") to be provided by the DIP Term Lenders and fully backstopped by the Backstop Parties. $90,000,000.00 of rolled up prepetition Last-Out Loans (under and as defined in the ABL Credit Agreement), equal to the total amount of the outstanding Last-Out Loans, provided by the DIP FILO Lender (the "DIP FILO Loans").
DIP FILO Lender	GACP Finance Co., LLC
Facility Structure	DIP Term Loan with $200,000,000.00 funded upon entry of the Interim DIP Term Order and an additional $150,000,000.00 funded in one draw upon entry of the Final DIP Term Order DIP FILO Lender to agree that proceeds of DIP Term Loans shall not constitute ABL Collateral or additional ABL Collateral. Entry into the DIP FILO Loans to be effective upon entry of the Interim DIP Term Order, subject to customary challenge rights prior to entry of the Final DIP Term Order.
DIP FILO Loans Interest Rate	On amounts not rolled up: L + 9.75% On amounts rolled up: L + 9.50%

[1] Capitalized terms used herein but not defined herein are used as defined in the Restructuring Support Agreement.

Term	Proposal
ABL Refinancing	Outstanding prepetition non-FILO ABL obligations under the ABL Credit Agreement to be refinanced by a portion of the DIP Term Facility proceeds.
Anti-Cram Up Provision	Final DIP Term Order to provide that the Borrower and the DIP FILO Guarantors shall not propose or support any plan of reorganization or sale of all or substantially all of the Borrower and the DIP FILO Guarantors' assets, or order confirming such plan or approving such sale, that is not conditioned upon the indefeasible payment in full, no later than the effective date of such plan or sale, of (i) all claims of the DIP FILO Lender on account of the DIP FILO Loans and (ii) all claims of the prepetition Last-Out Lender on account of the adequate protection obligations provided for herein with respect to the prepetition Last-Out Loans, in each case in cash or such other consideration acceptable to the DIP FILO Lenders and the prepetition Last-Out Lenders, as applicable, regardless of whether the DIP FILO Loans become undersecured at any point during the chapter 11 cases and regardless of the value of the ABL Collateral and the value of the gross Accounts Receivable and gross Inventory; provided, however, that in the event that the claims of the prepetition Last-Out Lender become undersecured, the prepetition Last-Out Lender's adequate protection claims need not be paid in full, but such claims shall be treated no worse than the treatment of the adequate protection claims of the prepetition Superpriority Lenders.
Collateral	The DIP Term Loans shall be secured by substantially all assets and property of the Borrower and the DIP Term Guarantors, including: (i) a first priority priming security interest in the existing fixed asset collateral securing the prepetition Superpriority Term Loans, (ii) a first priority security interest in unencumbered assets of the Borrower and the Guarantors (including avoidance action proceeds, subject to entry of a final order), subject to certain limitations to be agreed (iii) a first priority security interest in the existing ABL collateral securing the ABL Credit Agreement (the "ABL Collateral"), senior to the DIP FILO Loans solely to the extent of $65 million (the "DIP ABL Priority Amount") (iv) a junior priority security interest in the ABL Collateral, junior to ABL FILO Loan, except to the extent of the DIP ABL Priority Amount The DIP FILO Loans shall be secured by the following assets and property of the Borrower and the DIP FILO Guarantors: (i) a first priority security interest in the ABL Collateral, junior only to the DIP Term Loans solely to the extent of the DIP ABL Priority Amount (ii) a junior priority security interest in the existing fixed asset collateral securing the prepetition Superpriority Term Loans, junior to the DIP Term Loans and Term Debt Obligations (as defined in the Second Amended and Restated Intercreditor Agreement)
Certain Covenants	The Borrower shall no longer provide periodic borrowing base reporting required under the ABL Credit Agreement to the DIP FILO Lender or DIP Term Lenders. No field exam or appraisals will be required until the earliest of (x) the occurrence of an Event of Default resulting from a payment default or default under the Current Asset Test, (y) the date that is six (6) months from the

Term	Proposal
	Effective Date or (z) the filing of a Plan of Reorganization that does not indefeasibly satisfy all claims of the DIP FILO Lenders on account of the DIP FILO Loans in full in cash or such other consideration acceptable to the DIP FILO Lenders. There shall be no cash dominion and no paydown of the DIP FILO Loans or DIP Term Loans required as a result of a borrowing base. The definitive documentation with respect to the DIP FILO Loans and the DIP Term Facility (the "DIP Credit Agreement") shall contain a covenant, solely in favor of the DIP FILO Lender, that the average gross Accounts Receivable and gross aggregate Inventory (in each case, as currently reported in the existing Borrowing Base (as defined in the ABL Credit Agreement), and collectively the "Reported Covenant Level")) for any week be no less than $175M to be tested as of the fourth business day of each week (the "Current Asset Test"); provided that such covenant (and the related component definitions) may be amended or waived solely with the consent of the DIP FILO Lender and the Borrower (and may not be amended or waived without the consent of the DIP FILO Lender), and a breach of such covenant shall not result in any default or event of default with respect to the DIP Term Loans until the DIP FILO Lender shall have accelerated its obligations, provided that the Company shall receive holiday for 3 non-consecutive reporting periods in the event of breach of such covenant so long as the Reported Covenant Level is at least $160M and the entire amount of prepetition Last-Out Loan has been rolled up (it being agreed such covenant shall be the sole covenant with respect to the reporting of borrowing base assets). The DIP FILO Lender shall receive all written financial reporting and other periodic reporting that is required to be delivered to the DIP Term Lenders under the DIP Credit Agreement. The DIP Credit Agreement shall contain budget variance, minimum liquidity and minimum EBITDA covenants (the "DIP Term Covenants") solely in favor of the DIP Term Lenders (however the reporting thereof shall be provided to the DIP FILO Lender), and a breach of such covenants shall not result in any default or event of default with respect to the DIP FILO Loans until the DIP Term Lenders accelerate their obligations.
Adequate Protection	Only to the extent that the full amount of the prepetition Last-Out Loans is not effectively rolled up upon entry of the Interim DIP Term Order as provided herein, the DIP FILO Lender shall receive adequate protection (including liens, superpriority claims, payment of accrued and unpaid interest and reasonable out-of-pocket professional fees and expenses, including a financial advisor, and access to information), both on an interim and final basis.
Other Terms	• The DIP FILO Lender to have consent rights with respect to initial DIP budget (but not any subsequent DIP budget). • Carve-out shall apply to ABL Collateral up to the DIP ABL Priority Amount. • Interim DIP Term Order and Final DIP Term Order to include customary waivers (e.g., section 506(c) surcharge, "equities of the case" exception under section 552(b), etc.), with DIP FILO Lender receiving the benefit of such waivers to the same extent as DIP Term Lenders and substantially similar DIP protections as DIP Term Lenders. • DIP FILO Lenders shall have customary "sacred rights" including all economic terms and customary required lender provisions for all amendments, modifications and waivers other than (x) amendments, modifications and waivers of the DIP Term Covenants (and the related component definitions), which may be amended or waived solely with the consent of the DIP Term

Term	Proposal
	Lenders holding a majority of the DIP Term Loans and commitments to lend DIP Term Loans and (y) amendments, modifications and waivers that by their terms would disproportionately (relative to the DIP Term Lenders) and adversely affect the rights and duties of the DIP FILO Lender which shall be subject to consent of DIP FILO Lender. • Form and substance of Interim DIP Term Order, Final DIP Term Order and DIP Credit Agreement to be consistent with this term sheet and otherwise acceptable to DIP FILO Lender. • Payment of reasonable out-of-pocket professional fees and expenses of the DIP FILO Lender, including a financial advisor (capped at $50,000.00 per month for first 2 months and $35,000.00 per month thereafter), the fees and expenses of Sidley Austin LLP and the fees and expenses of a single firm of local counsel in each necessary jurisdiction.

Exhibit C to the Amended and Restated Restructuring Support Agreement

Form of Transferee Joinder

Form of Transferee Joinder

This joinder (this "Joinder") to the Restructuring Support Agreement (the "Agreement"), dated as of [__], 20[19], by and among: (i) Murray Energy Holdings Company, Murray Energy Corporation, and certain of their direct and indirect subsidiaries (collectively, the "Company"); (ii) the Consenting Superpriority Lenders; and (iii) Consenting Equityholders, is executed and delivered by [_____] (the "Joining Party") as of [_____]. Each capitalized term used herein but not otherwise defined shall have the meaning ascribed to it in the Agreement.

1. Agreement to be Bound. The Joining Party hereby agrees to be bound by all of the terms of the Agreement, a copy of which is attached to this Joinder as Annex 1 (as the same has been or may be hereafter amended, restated, or otherwise modified from time to time in accordance with the provisions thereof). The Joining Party shall hereafter be deemed to be a Party for all purposes under the Agreement and one or more of the entities comprising the Restructuring Support Parties.

2. Representations and Warranties. The Joining Party hereby represents and warrants to each other Party to the Agreement that, as of the date hereof, such Joining Party (a) is the legal or beneficial holder of, and has all necessary authority (including authority to bind any other legal or beneficial holder) with respect to, the Claims identified below its name on the signature page hereof, and (b) makes, as of the date hereof, the representations and warranties set forth in Section 18 of the Agreement to each other Party.

3. Governing Law. This Joinder shall be governed by and construed in accordance with the internal laws of the State of New York without regard to any conflicts of law provisions which would require the application of the law of any other jurisdiction.

DIP Term Loan Commitment

☐ By checking this box, the Joining Party hereby represents and warrants that as of October 28, 2019 it held Superpriority Claims in the amount set forth below, and hereby commits to provide a share of the DIP Term Financing and, in respect of any funded portion, purchase such loans via assignment, equal to the DIP Commitment Amount plus the Additional Commitment Amount, and otherwise on the terms and conditions in the DIP Term Sheet and/or the DIP Term Credit Agreement, as applicable:

(A) Principal Amount of Superpriority Claims: $_____

(B) Principal Amount of Superpriority Claims set forth in (A) above divided by $[ ],[4] expressed as a percentage: _____

[4] Outstanding principal amount of Superpriority Term Loans.

(C) Percentage of the DIP Term Financing the Joining Party hereby agrees to commit to, which shall not be greater than the percentage set forth in (B) above ("***DIP Commitment Amount***"):	
(D) In the event that an Additional Subscription Right is provided to the Joining Party, the Joining Party hereby agrees to commit to, in addition to the DIP Commitment Amount, the following amount of the DIP Term Financing (the "***Additional Commitment Amount***"):	

4. Notice. All notices and other communications given or made pursuant to the Agreement shall be sent to:

To the Joining Party at:

[JOINING PARTY]
[ADDRESS]
Attn:
Facsimile:
Email:

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

[*Signatures and annexes follow*]

JOINING PARTY

_____

By:
Name:
Title:

Principal Amount of Superpriority Claims: $_____

Principal Amount of Term Loan Claims $_____

Principal Amount of 1.5L Notes Claims: $_____

Principal Amount of 2L Notes Claims: $_____

Principal Amount of Prepetition ABL Claims $_____

Principal Amount of Prepetition FILO Claims $_____

Notice Address:

Fax:
Attention:
Email:

Annex 1 to the Form of Transferee Joinder